

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 241		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
			10B. DATED (SEE ITEM 13) August 21, 1998		
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) Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <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.)					
The purpose of this unilateral modification is to obligate additional funding in the amount of \$8,909,993. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 08 December 2004. This change revises Article G-2, as shown on the attached page. Article G-2 is also corrected to reflect modifications issued out of sequence (Mods 239 & 240).					
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)		
			Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. DATE SIGNED 9/24/04	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. <p style="text-align:center;">242</p>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE OPOS	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001
	10B. DATED (SEE ITEM 13) August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

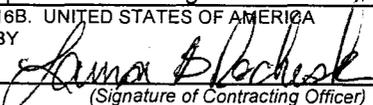
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this unilateral modification is to deobligate funding in the amount of \$188,173. These funds, when subtracted from the amount already obligated on the contract, are estimated to be adequate for contract performance through 08 December 2004.

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

DUPLICATE ORIGINAL

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) <p style="text-align:center;">Contracting Officer</p>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
(Signature of person authorized to sign)	16C. DATE SIGNED 9/24/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 244		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)					
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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.					
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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) BIL ATERAL MODIFICATION/MUTUAL AGREEMENT OF THE CONTRACTING PARTIES 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.)					
a. The purpose of this no cost modification is revise the Statement of Work and to delete, change and update two DRDs. b. This change revises J-1 Statement of Work, paragraph 2.2.1.3, 3.5.2.1 and 3.5.2.5; updates J-2 Data Requirements List; updates the distribution organization code on DRD 3.3-01, and adds an office to the distribution on DRD 2.2-09 as shown on the attached pages.					
SEE PAGE 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James C. Ossandon Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 3 Jan 05	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED 5 Jan 2005

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c. Revise paragraph 2.2.1.3 of the Statement of Work as follows:

2.2.1.3 Work Orders. (Mod 244) The contractor shall initiate and/or respond to construction, modification, maintenance and repair work orders as defined in Attachment J-9 and in accordance with the cost Ceiling established in the table below.

	GFY	Internal (Type 3I)	Customer (Type 3C)
Air Force	2004 - 2008	AFI32-1032	AFI32-1032
NASA	2004 - 2005	\$200,000	\$5,000,000
NASA	2006 - 2008	\$200,000	*\$500,000

Table 2.2.1.3-1 Work Order Cost Ceiling

All Air Force type 3 projects (3I and 3C) require Air Force coordination/approval prior to implementation. All projects greater than \$1,500,000 require pre-approval by both the COTR and the Government Contracting Officer. Annual Type 3C Work Order Most Probable Cost Adjustments are defined in Technical Exhibit 2.2.1.3-001. All work requirements shall be documented in accordance with AFI 32-1032 or NPG 8820.2 as appropriate.

d. Revise paragraph 3.5.2.1 and 3.5.2.5 as follows:

3.5.2.1 Industrial Hygiene Program. The contractor shall provide comprehensive IH Services to NASA civil servants and contractors and AF civil servants, military and contractors at KSC, CCAFS and NASA Shuttle Logistics Depot (NSLD) facilities. The program shall include consultation, compliance assistance, support to operations, assessments of various IH related program elements, and follow up investigations.

3.5.2.5 Health Physics (Radiation Protection) Program. The contractor shall:

- Implement a comprehensive Radiation Protection Program for KSC, CCAFS and NASA Shuttle Logistics Depot (NSLD) facilities to identify, assess and control radiological health hazards relating to all potentially hazardous sources of ionizing radiation and non-ionizing electromagnetic radiation;

e. Change the distribution organization code on DRD 3.3-01 from FF-1 to read IT-D.

f. Add TA-A to the distribution list on DRD 2.2-09.

3.5.2.1 Industrial Hygiene Program. The contractor shall provide comprehensive IH Services to NASA civil servants and contractors and AF civil servants, military and contractors at KSC and CCAFS and NASA Shuttle Logistics Depot (NSLD) facilities. The program shall include consultation, compliance assistance, support to operations, assessments of various IH related program elements, and follow up investigations. **(Mod 244)**

The contractor shall:

- Provide baseline IH evaluations of operations and procedures that involve the use and potential exposure to hazardous chemical and physical agents; follow-up surveys shall be conducted at least annually when baseline data show significant potential for exposures to hazardous agents or when the contractor becomes aware of process or operation changes that may affect the potential or type of exposure;
 - Investigate employee potential exposures to hazardous materials following employee visits to OH facilities;
 - Investigate employee complaints of potential workplace hazards and coordinate with safety, medical, facilities management, and engineering (staff as appropriate) to resolve issues;
 - Investigate reported indoor air quality complaints;
 - Evaluate work conducted in confined spaces;
 - Provide specialized support services to launch, landing, and processing operations;
- Review identified hazardous operations and procedures to determine and document the adequacy of preventive measures and controls, and ensure compliance with applicable federal OSHA, NASA, and Air Force regulations and requirements; field audits shall be
- At least one member of the staff shall be registered by the State of Florida as a Professional Geologist;
 - At least one member of the staff shall be registered as a certified hazardous waste site manager.

3.5.2.3 Laboratory Analysis. The contractor shall ensure that comprehensive EH laboratory services are provided. The laboratory services shall be fully accredited/certified by the State of Florida and by AIHA and meet all regulatory format requirements. In addition, the contractor shall ensure that all other accreditations/certifications required for laboratory operations are maintained.

3.5.2.4 Public Health Program. The contractor shall provide a Public Health program, which includes surveillance and inspections, to evaluate compliance with Air Force, NASA, federal, and state standards for issues related to sanitation and public health that shall include:

- Sanitary surveys of food (including vending machines), day care (when requested), barber shops, recreation facilities and exercise facilities, special events, and the KSC Astronaut crew quarters;
- Bottled water at NASA facilities where this is the sole drinking water source;
- Animal care facilities;
- Mosquito surveillance (CCAFS only);
- Chemical toilets;
- Disease vector investigations;
- Identification of training and certification requirements in the EH aspects of food service sanitation for all food service employees; these training requirements shall be identified for both NASA and Air Force Contractors;
- Consultative services to resident NASA, Air Force, and their resident contractors in fulfillment of their federal and state regulatory obligations/compliance;
- Specialized investigative, sampling and analysis, and advisory support to real-time incidents, and/or complaints;
- Coordinate food recall to affected KSC/CCAFS facilities; and

- Investigate animal bite incidents; ensure appropriate treatment of victim, and coordination with appropriate local authorities.

Each professional and technical member of the Public Health Program staff shall possess an academic degree in their discipline, or an equivalent combination of education and experience suitable to the responsibilities of their position.

At least two members of the staff shall be registered sanitarians.

The contractor shall interface with the Florida State Regulatory Agencies and the Department of Professional Regulation for licensures, certification, and maintenance.

3.5.2.5 Health Physics (Radiation Protection) Program. The contractor shall:

- Implement a comprehensive Radiation Protection Program for KSC/CCAFS and NASA Shuttle Logistics Depot (NSLD) facilities to identify, assess and control radiological health hazards relating to all potentially hazardous sources of ionizing radiation and non-ionizing electromagnetic radiation; **(Mod 244)**

DRL NUMBER:		REVISION (MOD 244)
PROJECT/SYSTEM Joint Base Operations and Support Contract		
CONTRACT NUMBER NAS 10-99001		PREPARATION DATE 17 February 2004
CONTRACTOR Space Gateway Support		TECHNICAL APPROVAL
ATTACHMENT NUMBER Section J, Attachment J-2		EXHIBIT NUMBER
ITEM NO.	TITLE	CHANGE STATUS
1.1-01	Report, Equal Employment Opportunity	
1.1-03	Report, Contract Performance (Metrics)	
1.1-04 Rev A	Report, Anomaly	Revised MOD 205
1.1-06	Report, Automated Data Extract	
1.1-07	Report and Review, Prime & Subcontractor Contract Value Status	Renumbered as 1..3-13 Mod 205
1.1-08	Report and Review, Direct & Indirect Rates Review	Renumbered as 1..3-14 Mod 205
1.1-11	Report and Review, Replacement of Government Furnished Property	MOD 135
1.1-12	Report and Review, Workload Indicators, Work Backlogs and Deferred Work	MOD 135
1.1-13	Report, Advance Notification of Workforce Reductions	MOD 170
1.3-01	Report, Weekly Job Ordered Costs	
1.3-02	Report, Geographic Economic Impact	
1.3-03 Rev C	Reports, Contractor Financial Management Analysis, 533M	Revised MOD 205
1.3-04 Rev A	Report, Cost Pool/JOSA Analysis	Revised MOD 205
1.3-05 Rev B	Report, Estimate at Complete (EAC)	Revised MOD 205
1.3-06	Deleted	MOD 145
1.3-07 Rev A	Report, Contractor Commitment Cost Data	Revised MOD 205
1.3-08 Rev A	Report, Launch Scrub Costs	Revised MOD 205
1.3-09 Rev A	Catalog, Contract Services with Estimated Costs	
1.3-10	Job Order Estimate	Added MOD 205
1.3-11	Report, Reconciliation of Incurred Costs to Reported Costs	Added MOD 205
1.3-12	Monthly Analysis of Actual Planned Cost	Added MOD 205
1.3-13 Rev A	Report & Review, Prime & Subcontractor Contract Value (CR) Status	Replaces 1.1-07 MOD 205
1.3-14	Report and Review, Direct and Indirect Rates	Replaces 1.1-08 MOD 205
2.2-01	Report, Facilities, Systems, and Equipment Operations/Maintenance/Engineering/User Matrix	
2.2-04	Five Year Facility Maintenance and Facility Project Plans	MOD 160
2.2-05	Backlog of Maintenance and Repair (BMAR)	MOD 160
2.2-06	Facility Maintenance Execution Summary	MOD 160
2.2-07	Facility and System Availability	MOD 160
2.2-08	Type 3C Project and Work Status Report	Added MOD 205
2.2-09	Type 3C Work Order Status Report	Revised MOD 244
2.2-10	Type 3I Work Order Status Report	Added MOD 205
2.2-11	Cathodic Protection Report	Added MOD 205
3.2.4-01	Reports, Propellant Analysis	
3.3-01	Plan, IT Investment and Purchase	Revised MOD 244
3.4.1-01	Reports, 1. Office Copier Justification to Install, Move or Upgrade & 4-Months Detail to Invoice Summary Sheets	MOD 58

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 3.3-01 Rev A	
B. LINE ITEM TITLE: WBS 3.3, Information Technology						
C. OPR. JP MO	D. TYPE 3	E. INSPECT/ ACCEPT 6	F.REQ. AR but not less than AN	G. INITIAL SUB. 1 Oct 98	H. AS OF DATE AR/30	
J. REMARKS: Type "D": Electronic submittal. Product shall be compatible with MicroSoft Office suite of software.						
K. DISTRIBUTION JP MO KSC/IT-D					TOTALS	
					NO.	TYPE
					N/A	D
DATA REQUIREMENT DESCRIPTION						
1. TITLE Plan, IT Investment and Purchase				2. NUMBER 3.3-01		
3. USE Provides Government with annual and projected expenditures of Information Technology related equipment, supplies, and support.				4. DATE 12 Dec 97		
				5. ORGANIZATION		
7. INTERRELATIONSHIP				6. REFERENCES		
8. PREPARATION INFORMATION						
<u>FORMAT:</u>						
<ul style="list-style-type: none"> • Contractor format is acceptable. • The plan shall identify contract title and contract number and shall contain a table of contents. 						
<u>CONTENT:</u> The plan shall include the amount spent and planned to be spent on:						
<ul style="list-style-type: none"> • Equipment capital purchases • Other equipment purchases and leases • Software capital purchases • Other software purchases and leases • Services • Support services • Supplies • Intra-Government Payments • Intra-Government Collections 						
For fiscal years:						
<ul style="list-style-type: none"> • Prior • Current • Budget through Budget +4 						

KSC FORM 16-246 (REV. 1/82) COMPUTER GENERATED

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 2.2.-09
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B. LINE ITEM TITLE: Type 3 C Work Order Status Report					
C. OPR. 45 CES/CEL	D. TYPE 3	E. INSPECT/ ACCEPT 3	F. FREQ. MO	G. INITIAL SUB. 2 nd mo after mod 217 issued	H. AS OF DATE 30/05
J. REMARKS: Type 3C Work Order Status Report is required per J-BOSC WBS 2.2.1.3 Work Orders. Type D Report Distribution to be in Microsoft Excel Format with sort capability on the columns.					
K. DISTRIBUTION				TOTALS	
				NO.	TYPE
JP-B Work Order Integrated Product Team Leader				1	D
TA-D1/KSC Facilities Division, Chief, Planning and Integration Branch				1	D
45 CES/CELO, 45 Civil Engineers, Chief, Cape Civil Engineer Operations Element				1	D
TA-A Resource Program Specialist, Management Integration Office				1	D
DATA REQUIREMENT DESCRIPTION					
1. TITLE Type 3C Work Order Status Report				2. NUMBER 2.2-09	
3. USE The Government requires this report to gain insight into the status of Type 3C Work. The 45th Civil Engineers and the KSC Facilities Division require insight into the status of work on a monthly basis.				4. DATE 8 Sept 2003	
				5. ORGANIZATION CCSMO	
7. INTERRELATIONSHIP This DRD does not impact or cause a conflict with other DRDs.				6. REFERENCES NBG 8820.2 AFI 32-1032	
8. PREPARATION INFORMATION The Report shall consist of the following Columns. Each column shall have the following information for all funded Type 3C Work Orders. COLUMN 1: Work Order Number COLUMN 2: Facility Number COLUMN 3: Priority COLUMN 4: Title of Work Order COLUMN 5: Work Status (describe work status including explanation for cost, schedule, or performance variances) COLUMN 6: Final Design Estimate Cost (FDE) COLUMN 7: Work Percent Completed COLUMN 8: Dollar Amount of Funds Expended COLUMN 9: Percent of Funds Expended COLUMN 10: Estimated Completion Date					

pending change orders, and final contract) to completion, in accordance with DRD 2.2-08, Type 3C Project and Work Status Report.

The contractor shall provide the government with access to the man-hours expended on government submitted projects. Information input into the system shall include the facility number, system description, equipment number, utility description, and a complete description of work to be done. Information shall be sufficient enough to allow government customers to enter the system and perform searches for any F/S/E. The contractor shall provide the government with F/S/E reports in accordance with DRDs 2.2-04, Five Year Facility Maintenance and Facility Project Plans, 2.2-05, Backlog of Maintenance and Repair (BMAR), 2.2-06, Facility Maintenance Execution Summary, and 2.2-07, Facility and System Availability.

The contractor shall ensure the reliability of assigned facilities, systems, and equipment. Maintenance shall be performed to prevent deterioration to the point at which major refurbishing is required prior to the end of the designed life cycle to restore the system, facility, or equipment. Reliability Centered Maintenance (RCM) principles shall be employed in accordance with NPR 8831.2. Maintenance analysis decisions made during the performance of Facility Condition Assessments, requiring changes to the levels of preventive/predictive maintenance, shall be documented on the Maintenance Action Request (MAR) form, FAM-F-0006.

Warranty Maintenance. The contractor shall execute warranty provisions and maintain warranty or guarantee records for all equipment and material in the facilities support area during the time they are under warranty or guarantee; investigate the failure of any covered equipment or material and report findings to the appropriate customer; and take no action that would void a warranty without prior approval from the government representative. The contractor shall be responsible for obtaining warranty documents on all warranted equipment and materials installed by the contractor. Warranty documents shall be provided to the contractor upon installation of new equipment by others.

2.2.1.1 Operations, Maintenance, and Engineering. The contractor shall provide operations, maintenance, and engineering for all F/S/E, in accordance with the O/M/E/U Matrix, DRD 2.2-01, Report, Facilities, Systems, and Equipment Operations/Maintenance/Engineering/User Matrix including associated F/S/E firmware and software. When the contractor, the government, or both have identified F/S/E omissions or deletions, the O/M/E/U Matrix shall be updated by direction from the contracting officer. However, during the update or turnover process, the contractor shall continue to provide operations, maintenance, and engineering services for the pending facilities, systems, subsystems, structures or other items required for function.

2.2.1.2 Deleted.

2.2.1.3 Work Orders. (Mod 244) The contractor shall initiate and/or respond to construction, modification, maintenance and repair work orders as defined in Attachment J-9 and in accordance with the cost Ceiling established in the table below.

	GFY	Internal (Type 3I)	Customer (Type 3C)
Air Force	2004 - 2008	AFI32-1032	AFI32-1032
NASA	2004 - 2005	\$200,000	\$5,000,000
NASA	2006 - 2008	\$200,000	*\$500,000

Table 2.2.1.3-1 Work Order Cost Ceiling

All Air Force type 3 projects (3I and 3C) require Air Force coordination/approval prior to implementation. All projects greater than \$1,500,000 require pre-approval by both the COTR and the Government Contracting Officer. Annual Type 3C Work Order Most Probable Cost Adjustments are defined in Technical Exhibit 2.2.1.3-001. All work requirements shall be documented in accordance with AFI 32-1032 or NPG 8820.2 as appropriate.

*This ceiling **may be** increased by mutual agreement of the parties to an amount not to exceed \$5M in any fiscal year. (Mod 244)

The contractor shall perform project management, construction management, and subcontracting management, and shall provide Intranet based reporting for government-selected projects and other selected work to include project scope, status, budget, schedule, and accountability in accordance with DRD 2.2-08, Type 3C Project and Work Status Report.

Infrastructure-related work shall be given a numerical priority based on safety, environmental and mission criticality, and/or customer requirements. The contractor shall receive, document, schedule, and control infrastructure work requirements. The contractor's Work Control System shall assign a discrete Work Order Number (WON) for all maintenance, repair, construction and support services.

Every 6 months the contractor Work Control shall notify customers of current open Type 3C work orders and ask customers to revalidate the need for the work. If the customer indicates the work is no longer required, the contractor Work Control shall close those work orders.

Every 3 months the contractor Work Control shall notify the contractor Crafts/Shop management of current open continuous, repetitive or collection (Type 4) work orders to determine if the work is completed. If the work is certified as completed by the contractor Crafts/Shop Management, then the contractor Work Control shall close those work orders.

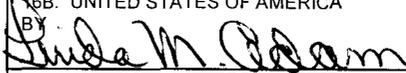
The contractor shall submit a Type 3C and a Type 3I Work Order Status Report in accordance with DRD 2.2-09, Type 3C Work Order Status Report and DRD 2.2-10, Type 3I Work Order Status Report.

2.2.1.4 Maintenance Support. The contractor shall provide engineering services and studies to ensure the economical maintenance of the CCAFS and KSC infrastructure to support space lift and launch base support missions. The contractor shall provide life-cycle sustaining engineering for F/S/E. Contractor life-cycle sustaining engineering shall provide continuing engineering support to: maintain a design that fulfills its original design intent and is compatible with the operational use; upgrade operational performance capabilities through product improvement redesign for more cost-effective operations; incorporate approved changes in requirements as they evolve; and provide other engineering support herein.

The contractor shall perform National Fire Protection Association (NFPA) code required maintenance on all fire alarms, fire suppression, emergency generator, emergency power, emergency lighting, and other applicable assigned F/S/E. The contractor shall perform routine and recurring maintenance on all assigned F/S/E as prescribed by maintenance analysis to ensure safe and efficient operations. The contractor shall perform maintenance on a non-interference basis with facility operations. Where this is not possible, outage requests for planned maintenance shall be coordinated with facility operations a minimum of 14 days in advance.

2.2.1.5 Engineering Document Center. The contractor shall operate and maintain an engineering document center for KSC and CCAFS for the release, storage, and retrieval of documents.

2.2.1.6 Deleted.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 245		3. EFFECTIVE DATE c		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)			6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		
7. ADMINISTERED BY (If other than Item 6)			CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
			10B. DATED (SEE ITEM 13) August 21, 1998		
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <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.) The purpose of this unilateral modification is to obligate funding in the amount of \$13,045,440. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 31 December 2004. This change revises Article G-2, as shown on the attached page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. DATE SIGNED 10/21/2004	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 246	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT-NO. (If applicable) 04 NOV 18 AM 9:35	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OPOS	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
			10B. DATED (SEE ITEM 13) August 21, 1998	
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral Mod/ Davis-Bacon Wage Determination, and FAR 52.222-30, Davis-Bacon Act				
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.) The purpose of this modification is to incorporate the Davis-Bacon Wage Determination, General Decision Number FL20030017, dated October 8, 2004 and incorporate FAR clause 52.222-30, "Davis-Bacon Act-Price Adjustment (Dec 2001). The Davis-Bacon Wage Determination is added in Section J, Attachment J-6-A, Register of Davis-Bacon Wage Determination and Fringe Benefits. These WD's are effective retroactive to October 8, 2004 and will remain in effect through the end of Option period 1B (9/30/2006). . These rates are to be applied specifically to construction projects to which the Davis-Bacon Act applies.				
Except as provided herein, all terms and conditions of the document referenced in item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer	
15B. CONTRACTOR/OFFEROR Victoria G. Lockard (Signature of person authorized to sign)	15C. DATE SIGNED 18 NOV 04	16B. UNITED STATES OF AMERICA BY Michael Wheeler (Signature of Contracting Officer)	16C. DATE SIGNED 11/19/2004	

PART III LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-26 EQUAL OPPORTUNITY (APR 1984)
- 52.222-28 EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS (APR 1984)(DEVIATION)(revise "\$1 million" to read "\$10 million")
- 52.222-30 DAVIS-BACON ACT-PRICE ADJUSTMENT (None or Separately Specified Method) (Dec 2001)
- 52.222-29 NOTIFICATION OF VISA DENIAL (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- 52.222-50 NONDISPLACEMENT OF QUALIFIED WORKERS (AUG 1997)
- 52.223-2 CLEAN AIR AND WATER (APR 1984)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)
- 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997) MOD 125
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)
- 52.223-6 DRUG FREE WORKPLACE (JAN 1997)
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
- 52.223-9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (OCT 1997)
- 52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)
- 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-2 PRIVACY ACT (APR 1984)
- 52.225-3 BUY AMERICAN ACT - SUPPLIES (JAN 1994)
- 52.225-10 DUTY-FREE ENTRY (APR 1984)
- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-6-A

**REGISTER OF DAVIS-BACON WAGE
DETERMINATION AND FRINGE BENEFITS**

GENERAL DECISION: FL20030017 10/08/2004 FL17

Date: October 8, 2004

General Decision Number: FL20030017 10/08/2004

Superseded General Decision Number: FL020017

State: Florida

Construction Types: Building, Heavy and Highway

County: Brevard County in Florida.

****CAPE CANAVERAL AIR STATION, PATRICK AIR FORCE BASE KENNEDY SPACE CENTER AND MALABAR RADAR SITE IN BREVARD COUNTY BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY AND HIGHWAY CONSTRUCTION PROJECTS**

Modification Number	Publication Date
0	06/13/2003
1	01/23/2004
2	04/09/2004
3	04/30/2004
4	05/14/2004
5	05/28/2004
6	06/18/2004
7	07/09/2004
8	08/20/2004
9	10/08/2004

* ASBE0067-001 07/01/2004	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)...	\$ 22.62	9.41

ASBE0067-002 07/01/2000	Rates	Fringes
Hazardous Material Handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging, and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....	\$ 11.00	3.75

BOIL0199-001 01/01/2004	Rates	Fringes

Boilermaker		
Storage Tank Erection/Repair	\$ 12.95	4.105
All other work.....	\$ 25.18	12.67

 BRFL0001-001 05/01/2004 Rates Fringes

Bricklayer		
BRICKLAYERS, BLOCKLAYERS, PLASTERERS, TERRAZZO WORKERS, TILE SETTERS and CEMENT MASONS:		
*INDUSTRIAL.....	\$ 18.50	5.15
COMMERCIAL.....	\$ 18.50	5.15

*INDUSTRIAL work includes: Bulk plants, power houses, chemical plants, missile sites including all work at Cape Canaveral Air Force Station and Kennedy Space Flight Center but excluding work performed at Patrick Air Force Base and Malabar Radar Site, oil refineries, etc., and such other work which is related to and considered a part of the above type projects.

 CARP1000-001 07/01/2004 Rates Fringes

Millwright.....	\$ 22.63	9.42
-----------------	----------	------

 CARP1765-001 07/01/2003 Rates Fringes

Carpenters:		
*INDUSTRIAL:		
CARPENTERS.....	\$ 18.71	5.84
PILEDRIVERMEN.....	\$ 19.26	5.84
COMMERCIAL:		
CARPENTERS.....	\$ 17.21	5.84
PILEDRIVERMEN.....	\$ 17.76	5.84

 ELEC0222-001 09/01/2003 Rates Fringes

Line Construction:		
CABLE SPLICER.....	\$ 23.63	8.11
GROUNDMAN.....	\$ 13.29	6.03
LINEMAN; HEAVY EQUIPMENT OPERATOR.....	\$ 23.34	8.09

 ELEC0756-001 03/01/2004 Rates Fringes

Electricians:

Cable Splicer.....	\$ 22.00	6.45+4%
Wireman.....	\$ 22.00	6.45+4%

 ELEV0139-001 04/30/2002

Rates	Fringes
Elevator Constructor.....	\$ 25.175 8.95
Mechanic.....	\$ 23.995 7.455+A

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Day After Thanksgiving and Christmas Day

 ENGI0673-001 05/01/2002

Power equipment operators:

	Rates	Fringes
GROUP 1.....	\$ 18.70	5.10
GROUP 2.....	\$ 18.45	5.10
GROUP 3.....	\$ 16.91	5.10
GROUP 4.....	\$ 15.29	5.10

POWER EQUIPMENT OPERATORS

CLASSIFICATIONS GROUP 1: Tower Crane, Locomotive Crane, Crawler Crane, Truck Crane, Hydro Crane, Piledriver (including auger and boring machine)

GROUP 2: Mechanic/Welder and operators of: Gantry Crane, Bridge Crane, Clam Shell, Dragline, Backhoe, Gradeall, Grader, Sideboom Cat, Multi-Drum Hoist, Highlift (10' or higher), Locomotive Engineer, Tugboat Captain (150 hp or more), Concrete Pump with boom

GROUP 3: Bulldozers, Forklifts, Straddle Buggy, Single Drum Hoist, Winch Truck, Trenching Machine, Concrete Paver, Scraper, Loader, Asphalt Paving Machine, Lubricating Engineer, Fireman, Concrete Breaking Machine, Concrete Mixer

GROUP 4: Tractors, Wellpoint System Operator and Installer, Air Compressor, Pulver Mixer, Motor boat, Power Boat, Power Sweeper, Welding Machine, Oiler, Mechanic's Helper, Pump, Conveyor, Roller, Watertruck, Asphalt distributor, Concrete Pump (trailer type), Utility Operator

 IRON0808-001 07/01/2004

Rates	Fringes
Ironworker.....	\$ 20.23 9.25

 LABO0517-001 05/01/2004

Rates	Fringes
-------	---------

Laborers:

Asbestos Abatement, Hazardous and Toxic Waste Removal Laborers; (On all mechanical systems: Lead Base Paint Removal; pipes, boilers, ducts, flues, breechings, etc.; that are going to be scrapped, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the laborers;.....

\$ 16.35 4.13

Carpenter Tender, Cement Mason Tender, Block/Bricklayer Tender

Plasterer Tender.....

\$ 15.65 4.13

Demolition Laborers.....

\$ 15.65 4.13

General Laborer.....

\$ 15.50 4.13

Pipelaye Laborer, Laborer engaged in the pouring of concrete, mortar mixers, masonry forklift operator, and operation of power tools

\$ 15.65 4.13

* PAIN0078-001 07/01/2004

Rates Fringes

Glazier.....

\$ 18.60 6.15

* PAIN1010-001 07/01/2004

Rates Fringes

Painters:

Brush.....

\$ 19.55 8.35

Spray & Sandblasting.....

\$ 19.55 8.35

PLUM0295-001 01/01/2004

Rates Fringes

Plumber/Pipefitter/Steamfitter COMMERCIAL: Schools, Hospitals, Shopping Centers, and work not listed as Industrial.....

\$ 21.10 9.20

INDUSTRIAL: Bulk Plants, Power-houses, Chemical Plants, Missile Sites, (Including all Work at Cape Canaveral Air-Force Station and Kennedy Space Flight Center but excluding work performed at Patrick Air Force Base and Malabar Radar Site), Oil Refineries, etc., and such other work which is related to and considered a part of the above type projects.....

\$ 23.50 9.62

ROOF0103-001 02/01/2003

Rates Fringes

Roofer.....

\$ 14.50 5.10

SFFL0821-002 01/01/2003	Rates	Fringes
Sprinkler Fitter.....	\$ 24.60	6.27

SHEE0015-001 07/01/2004	Rates	Fringes
Sheetmetal Worker.....	\$ 23.00	8.05

TEAM0385-001 05/01/1990	Rates	Fringes
Truck Driver.....	\$ 13.00	.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRAC. CODE	PAGE OF PAGES 1 / 6
2. AMENDMENT/MODIFICATION NO. 247	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) SEE CONTRACT	
6. ISSUED BY CODE John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		7. ADMINISTERED BY (if other than Item 6) CODE 04 OCT 23 PM 3:47		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
		10B. DATED (SEE ITEM 13) August 21, 1998		
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<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)				
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) BILATERAL - MUTUAL AGREEMENT OF THE CONTRACTING PARTIES				
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.)				
a. The purpose of this modification is to move contract value (cost and fee) from FY04 to FY05 in the amount of \$4,592,930 in cost, and \$367,434 in fee for a total of \$4,960,364. This moves the FY04 Type 3C underrun to FY05. b. Decrease Option 1A by \$4,592,930 in cost and \$367,434 in fee for a total of \$4,960,364 for FY04 and increase Option 1B by \$4,592,930 in cost and \$367,434 in fee for a total of \$4,960,364 for FY05. c. This change revises Articles B-3, Contract Value; B-4, Award Fee; and Technical Exhibit 2.2.2.3-001 as shown on attached pages.				
SEE PAGE 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James C. Ossandon Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria G. Lockard (Signature of person authorized to sign)	15C. DATE SIGNED 2 Nov 04	16B. UNITED STATES OF AMERICA James C. Ossandon (Signature of Contracting Officer)	16C. DATE SIGNED 2 Nov 04	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 239			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,763,703	\$15,154,899	\$258,918,602
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,190,174	\$15,154,899	\$281,345,073
TOTAL BASIC PERIOD	\$1,160,354,450	\$65,600,498	\$1,225,954,948
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$258,979,271	\$16,913,384	\$275,892,655
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 247	(\$4,592,930)	(\$367,434)	(\$4,960,364)
Total FY04	\$276,522,108	\$16,545,950	\$293,068,058
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,165,230	\$16,757,399	\$295,922,629

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 239			
OPTION 1B			
(10/01/04-09/30/05)	\$255,302,629	\$16,864,710	\$272,167,339
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 247	\$4,592,930	\$367,434	\$4,960,364
Total FY05	\$285,791,504	\$17,232,144	\$303,023,648
(10/01/05-09/30/06)			
	\$258,285,513	\$17,046,289	\$275,331,802
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$287,387,167	\$17,046,289	\$304,433,456
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	\$578,710,826	\$34,721,005	\$613,431,831
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,018,230,506	\$117,078,902	\$2,135,309,408
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,737,126	\$17,402,298	\$281,139,424
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,604,396	\$17,402,298	\$313,006,694
(10/01/07-9/30/08)			
	\$270,629,281	\$17,848,342	\$288,477,623
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,078,118	\$17,848,342	\$321,926,460

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,068,945	\$35,841,555	\$642,910,500
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,625,299,451	\$152,920,457	\$2,778,219,908
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

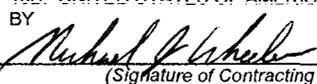
TYPE 3C WORK ORDERS

MOST PROBABLE COST ADJUSTMENT

CONTRACT PERIOD:	FY:	ANNUAL BASELINE: (Loaded without fee – Mod 79)	ACTUAL VALUE: (Loaded without fee)	Modification Number	Additional Value: (Loaded with fee)
Contract Year 1	FY 99	\$ 8,816,118			
Contract Year 2	FY 00	\$ 8,991,033			
Contract Year 3	FY 01	\$ 9,175,971			
Contract Year 4	FY 02	\$ 9,369,147	\$6,742,200	179	
Contract Year 5	FY 03	\$ 9,566,157			
BASIC Sub-total:		\$ 45,918,426			
Contract Year 6	FY 04	\$ 9,773,958		247	\$4,734,441
Contract Year 7	FY 05	\$ 9,987,367		247	\$4,960,364
Contract Year 8	FY 06	\$ 10,201,668			
Contract Year 9	FY 07	\$ 10,429,644			
Contract Year 10	FY 08	\$ 10,695,195			
OPTION Sub-total:		\$ 51,087,832			
TOTAL:		\$ 97,006,258			

NOTES:

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 248		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)	
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.					
1. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Unilateral Modification in accordance with Attachment J8, JBOSC Award Fee Evaluation Plan					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <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.)					
The purpose of this modification is to revise Articles B-3 and B-4 to reflect the amount of award fee earned as determined by the Fee Determination Official on November 9, 2004, for the period April 1, 2004 through September 30, 2004. Award fee in the amount of \$8,441,895 has been earned for the stated period for PEF, CES & SEF. The total available award fee pool is reduced by \$261,089 from \$8,702,984 to \$8,441,895. NOTE: EARNED AND PROVISIONAL AWARD FEE PAYMENT DISBURSED TO DATE IN THE AMOUNT OF \$80,457,726, IS DEDUCTED FROM THE EARNED AWARD FEE THROUGH AWARD FEE PERIOD 12 OF \$82,096,808. A NET PAYMENT OF \$1,639,082 is due. As a result of the above changes, Articles B-3, B-4 and G-2 are revised. All other terms and conditions of the contract remain unchanged. Award Fee numbers were based upon mod 247. End of Modification					
DUPLICATE ORIGINAL					
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael J. Wheeler Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. DATE SIGNED 11/17/04	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 247			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,763,703	\$15,154,899	\$258,918,602
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,190,174	\$15,154,899	\$281,345,073
TOTAL BASIC PERIOD	\$1,160,354,450	\$65,600,498	\$1,225,954,948
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,386,341	\$16,545,950	\$270,932,291
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 248		(\$261,089)	(\$261,089)
Total FY04	\$276,522,108	\$16,284,861	\$292,806,969
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,165,230	\$16,496,310	\$295,661,540

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 247			
OPTION 1B			
(10/01/04-09/30/05)	\$259,895,559	\$17,232,144	\$277,127,703
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	\$285,791,504	\$17,232,144	\$303,023,648
(10/01/05-09/30/06)	\$258,285,513	\$17,046,289	\$275,331,802
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$287,387,167	\$17,046,289	\$304,433,456
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	\$578,710,826	\$34,721,005	\$613,431,831
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,018,230,506	\$116,817,813	\$2,135,048,319
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,737,126	\$17,402,298	\$281,139,424
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,604,396	\$17,402,298	\$313,006,694
(10/01/07-9/30/08)	\$270,629,281	\$17,848,342	\$288,477,623
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,078,118	\$17,848,342	\$321,926,460

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,068,945	\$35,841,555	\$642,910,500
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,625,299,451	\$152,659,368	\$2,777,958,819
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 249		3. EFFECTIVE DATE 10/1/2004		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral Mod/FAR 52.222-41, Service Contract Act of 1965 (May 1989)					
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.) The purpose of this change order is to incorporate the Wage Determination's (WD) 94-2118 (Rev 23) dated 08/06/2004 and 98-0040 (Rev 4) dated 08/26/2004. This change revises Section J, Attachment J-6, Register of Wage Determination and Fringe Benefits, by removing WD's 94-2118 (Rev 17) and 98-0040 (Rev 3) and replacing them with WD's 94-2118 (Rev 23) and 98-0040 (Rev 4) as shown on the attached pages. These WD's are effective retroactive to October 1, 2004.					
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 11/10/2004
(Signature of person authorized to sign)					

94-2118 FL,MELBOURNE

08/17/04

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2118
Revision No.: 23
Date Of Last Revision: 08/06/2004

State: Florida

Area: Florida Counties of Brevard, Indian River

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.76
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.60
01014 - Accounting Clerk IV	18.43
01030 - Court Reporter	13.94
01050 - Dispatcher, Motor Vehicle	13.94
01060 - Document Preparation Clerk	10.79
01070 - Messenger (Courier)	9.85
01090 - Duplicating Machine Operator	10.79
01110 - Film/Tape Librarian	11.91
01115 - General Clerk I	9.96
01116 - General Clerk II	11.21
01117 - General Clerk III	12.04
01118 - General Clerk IV	12.33
01120 - Housing Referral Assistant	15.38
01131 - Key Entry Operator I	10.05
01132 - Key Entry Operator II	11.90
01191 - Order Clerk I	9.58
01192 - Order Clerk II	12.36
01261 - Personnel Assistant (Employment) I	11.31
01262 - Personnel Assistant (Employment) II	12.81
01263 - Personnel Assistant (Employment) III	14.17
01264 - Personnel Assistant (Employment) IV	16.13
01270 - Production Control Clerk	15.83
01290 - Rental Clerk	11.89
01300 - Scheduler, Maintenance	12.94
01311 - Secretary I	12.94
01312 - Secretary II	14.23
01313 - Secretary III	15.38
01314 - Secretary IV	17.49
01315 - Secretary V	19.26
01320 - Service Order Dispatcher	12.67
01341 - Stenographer I	11.82
01342 - Stenographer II	12.67
01400 - Supply Technician	17.49
01420 - Survey Worker (Interviewer)	13.94
01460 - Switchboard Operator-Receptionist	9.20
01510 - Test Examiner	14.23
01520 - Test Proctor	14.23
01531 - Travel Clerk I	9.55

01532 - Travel Clerk II	10.34
01533 - Travel Clerk III	10.66
01611 - Word Processor I	10.82
01612 - Word Processor II	11.86
01613 - Word Processor III	13.94
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.51
03041 - Computer Operator I	13.65
03042 - Computer Operator II	14.85
03043 - Computer Operator III	16.65
03044 - Computer Operator IV	18.28
03045 - Computer Operator V	20.39
03071 - Computer Programmer I (1)	18.98
03072 - Computer Programmer II (1)	23.42
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.20
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.65
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.63
05010 - Automotive Glass Installer	15.00
05040 - Automotive Worker	15.00
05070 - Electrician, Automotive	15.86
05100 - Mobile Equipment Servicer	13.54
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	15.00
05190 - Motor Vehicle Mechanic	16.49
05220 - Motor Vehicle Mechanic Helper	12.74
05250 - Motor Vehicle Upholstery Worker	14.48
05280 - Motor Vehicle Wrecker	15.00
05310 - Painter, Automotive	15.76
05340 - Radiator Repair Specialist	15.00
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.05
07010 - Baker	11.11
07041 - Cook I	10.11
07042 - Cook II	11.11
07070 - Dishwasher	7.82
07130 - Meat Cutter	11.73
07250 - Waiter/Waitress	8.47
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.76
09040 - Furniture Handler	12.39
09070 - Furniture Refinisher	15.76
09100 - Furniture Refinisher Helper	12.74
09110 - Furniture Repairer, Minor	14.28
09130 - Upholsterer	15.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.28
11060 - Elevator Operator	8.99
11090 - Gardener	10.67
11121 - House Keeping Aid I	7.82
11122 - House Keeping Aid II	9.74
11150 - Janitor	9.20
11210 - Laborer, Grounds Maintenance	8.94
11240 - Maid or Houseman	7.29

11270 - Pest Controller	12.25
11300 - Refuse Collector	9.20
11330 - Tractor Operator	10.42
11360 - Window Cleaner	9.97
12000 - Health Occupations	
12020 - Dental Assistant	12.55
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.90
12071 - Licensed Practical Nurse I	12.57
12072 - Licensed Practical Nurse II	14.11
12073 - Licensed Practical Nurse III	15.80
12100 - Medical Assistant	10.73
12130 - Medical Laboratory Technician	12.98
12160 - Medical Record Clerk	12.34
12190 - Medical Record Technician	12.93
12221 - Nursing Assistant I	8.88
12222 - Nursing Assistant II	9.98
12223 - Nursing Assistant III	10.89
12224 - Nursing Assistant IV	12.23
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	12.98
12311 - Registered Nurse I	16.91
12312 - Registered Nurse II	20.68
12313 - Registered Nurse II, Specialist	20.68
12314 - Registered Nurse III	25.04
12315 - Registered Nurse III, Anesthetist	25.04
12316 - Registered Nurse IV	30.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.38
13011 - Exhibits Specialist I	16.28
13012 - Exhibits Specialist II	19.38
13013 - Exhibits Specialist III	21.19
13041 - Illustrator I	16.29
13042 - Illustrator II	19.38
13043 - Illustrator III	21.19
13047 - Librarian	20.37
13050 - Library Technician	12.44
13071 - Photographer I	12.81
13072 - Photographer II	15.50
13073 - Photographer III	18.45
13074 - Photographer IV	20.18
13075 - Photographer V	22.30
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.18
15030 - Counter Attendant	7.18
15040 - Dry Cleaner	8.58
15070 - Finisher, Flatwork, Machine	7.18
15090 - Presser, Hand	7.18
15100 - Presser, Machine, Drycleaning	7.18
15130 - Presser, Machine, Shirts	7.18
15160 - Presser, Machine, Wearing Apparel, Laundry	7.18
15190 - Sewing Machine Operator	9.14
15220 - Tailor	9.70
15250 - Washer, Machine	7.45
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.76
19040 - Tool and Die Maker	18.73
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.84
21020 - Material Coordinator	16.43
21030 - Material Expediter	16.43

21040	- Material Handling Laborer	8.58
21050	- Order Filler	11.67
21071	- Forklift Operator	12.05
21080	- Production Line Worker (Food Processing)	12.68
21100	- Shipping/Receiving Clerk	11.14
21130	- Shipping Packer	11.14
21140	- Store Worker I	9.73
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	12.94
21210	- Tools and Parts Attendant	14.66
21400	- Warehouse Specialist	14.58
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	20.04
23040	- Aircraft Mechanic Helper	14.08
23050	- Aircraft Quality Control Inspector	19.62
23060	- Aircraft Servicer	15.78
23070	- Aircraft Worker	16.57
23100	- Appliance Mechanic	15.76
23120	- Bicycle Repairer	13.08
23125	- Cable Splicer	18.14
23130	- Carpenter, Maintenance	15.76
23140	- Carpet Layer	15.19
23160	- Electrician, Maintenance	17.84
23181	- Electronics Technician, Maintenance I	18.04
23182	- Electronics Technician, Maintenance II	22.66
23183	- Electronics Technician, Maintenance III	25.45
23260	- Fabric Worker	14.28
23290	- Fire Alarm System Mechanic	16.89
23310	- Fire Extinguisher Repairer	13.54
23340	- Fuel Distribution System Mechanic	16.89
23370	- General Maintenance Worker	16.50
23400	- Heating, Refrigeration and Air Conditioning Mechanic	16.49
23430	- Heavy Equipment Mechanic	16.49
23440	- Heavy Equipment Operator	16.89
23460	- Instrument Mechanic	16.89
23470	- Laborer	11.04
23500	- Locksmith	15.76
23530	- Machinery Maintenance Mechanic	19.95
23550	- Machinist, Maintenance	17.68
23580	- Maintenance Trades Helper	12.74
23640	- Millwright	20.21
23700	- Office Appliance Repairer	15.96
23740	- Painter, Aircraft	16.73
23760	- Painter, Maintenance	15.76
23790	- Pipefitter, Maintenance	16.49
23800	- Plumber, Maintenance	15.76
23820	- Pseudraulic Systems Mechanic	16.89
23850	- Rigger	16.89
23870	- Scale Mechanic	15.00
23890	- Sheet-Metal Worker, Maintenance	16.49
23910	- Small Engine Mechanic	15.00
23930	- Telecommunication Mechanic I	18.14
23931	- Telecommunication Mechanic II	18.96
23950	- Telephone Lineman	16.89
23960	- Welder, Combination, Maintenance	16.49
23965	- Well Driller	16.89
23970	- Woodcraft Worker	16.89
23980	- Woodworker	13.54
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	7.34
24580	- Child Care Center Clerk	10.51

24600 - Chore Aid	9.57
24630 - Homemaker	12.86
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.89
25040 - Sewage Plant Operator	15.76
25070 - Stationary Engineer	16.89
25190 - Ventilation Equipment Tender	12.74
25210 - Water Treatment Plant Operator	16.43
27000 - Protective Service Occupations	
(not set) - Police Officer	17.21
27004 - Alarm Monitor	13.13
27006 - Corrections Officer	15.19
27010 - Court Security Officer	15.37
27040 - Detention Officer	15.19
27070 - Firefighter	15.45
27101 - Guard I	8.87
27102 - Guard II	14.23
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.68
28020 - Hatch Tender	15.02
28030 - Line Handler	15.02
28040 - Stevedore I	16.17
28050 - Stevedore II	17.91
29000 - Technical Occupations	
21150 - Graphic Artist	20.23
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	12.91
29024 - Archeological Technician II	14.67
29025 - Archeological Technician III	17.93
29030 - Cartographic Technician	19.22
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.20
29040 - Civil Engineering Technician	18.33
29061 - Drafter I	10.38
29062 - Drafter II	13.34
29063 - Drafter III	16.14
29064 - Drafter IV	19.22
29081 - Engineering Technician I	10.28
29082 - Engineering Technician II	13.66
29083 - Engineering Technician III	16.53
29084 - Engineering Technician IV	19.68
29085 - Engineering Technician V	21.52
29086 - Engineering Technician VI	23.79
29090 - Environmental Technician	18.78
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	21.12
29210 - Laboratory Technician	17.48
29240 - Mathematical Technician	19.22
29361 - Paralegal/Legal Assistant I	12.28
29362 - Paralegal/Legal Assistant II	16.61
29363 - Paralegal/Legal Assistant III	20.31
29364 - Paralegal/Legal Assistant IV	24.59
29390 - Photooptics Technician	18.87
29480 - Technical Writer	21.58
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02

29620 - Weather Observer, Senior (3)	18.27
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.45
29622 - Weather Observer, Upper Air (3)	16.45
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.56
31260 - Parking and Lot Attendant	9.94
31290 - Shuttle Bus Driver	13.42
31300 - Taxi Driver	10.94
31361 - Truckdriver, Light Truck	13.42
31362 - Truckdriver, Medium Truck	14.16
31363 - Truckdriver, Heavy Truck	14.89
31364 - Truckdriver, Tractor-Trailer	14.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.00
99030 - Cashier	7.88
99041 - Carnival Equipment Operator	11.35
99042 - Carnival Equipment Repairer	11.62
99043 - Carnival Worker	7.82
99050 - Desk Clerk	7.87
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	20.54
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.68
99500 - Recreation Specialist	14.12
99510 - Recycling Worker	12.47
99610 - Sales Clerk	9.55
99620 - School Crossing Guard (Crosswalk Attendant)	8.68
99630 - Sport Official	9.97
99658 - Survey Party Chief (Chief of Party)	14.45
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.14
99660 - Surveying Aide	9.58
99690 - Swimming Pool Operator	12.22
99720 - Vending Machine Attendant	12.03
99730 - Vending Machine Repairer	14.05
99740 - Vending Machine Repairer Helper	12.03

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

numbered):

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1998-0040
Revision No.: 4
Date Of Last Revision: 08/26/2004

This wage determination applies at the address(es) below:

Cape Canaveral , Brevard County, FL

Kennedy Space Center, Brevard County, FL

Patrick Air Force Base, Brevard County, FL

Employed on contracts for Project Management, Public Works and Base Support Service.

Collective Bargaining Agreement between Space Gateway Support and it's Team Members, Creative Management Technology, Inc. and Yang Enterprises, Inc. and International Association of Machinists and Aerospace workers AFL-CIO. effective April 1, 2002 through March 31, 2005.

Collective Bargaining Agreement between Space Gateway Support and Team Member Indye, Incorporated and International Association Of Machinists And Aerospace workers AFL-CIO. effective May 1, 2002 through March 31, 2005.

Collective Bargaining Agreement between Space Gateway Support and it's Team Member Yang Enterprises, Inc. and International Association of Machinists and Aerospace Workers AFL-CIO effective April 1, 2002 through March 31, 2005.

Collective Bargaining Agreement between Space Gateway Support and it's Team Member Comprehensive Health Service and International Association of Machinists and Aerospace Workers AFL-CIO effective April 1, 2002 through March 31, 2005.

Collective Bargaining Agreement between Space Gateway Support and its Team Members Creative Management Technology, Incorporated and Yang Enterprises, Incorporated and Transport Workers Union of America Local 525 effective April 1, 2003 through May 31, 2006.

Collective Bargaining Agreement between Space Gateway Support and Firefighter's Agreement Transport Workers Union of America AFL/CIO effective January 1, 2003 through March 31, 2006.

Collective Bargaining Agreement between Space Gateway Support and Local Union 2088 International Brotherhood of Electrical Workers effective April 16, 2003 through April 15, 2006.

Collective Bargaining Agreement between Space Gateway Support and it's Team Member Indye, Incorporated and Local Union 2088 International Brotherhood of Electrical Workers effective April 16, 2003 through April 15, 2006.

Collective Bargaining Agreement between Wyle Laboratories Inc. and International Brotherhood of Electrical Workers Local 2088 effective October 8, 2003 through September 30, 2006.

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Collective Bargaining Agreement between Space Gateway Support and its Team Member Comprehensive Health Service and Teamsters Local Union 769 Affiliated with International Brotherhood of Teamsters effective April 1, 2002 through March 31, 2005.

Collective Bargaining Agreement between Space Gateway Support and Its Team Member Research Planning, Inc. (A Part Of Titan Systems Corporation) and Teamsters Local 769 effective May 1, 2002 through April 30, 2005.

Collective Bargaining Agreement between Space Gateway Support and It's Team Member Creative Management Technology Inc. and Local Union 780 International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the effective March 18, 2003 through March 17, 2006.

Collective Bargaining Agreement between Space Gateway Support and It's Team Member Information Dynamics Inc. and Local Union 780 International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists And Allied Crafts Of The United Sta effective February 15, 2003 through February 14, 2006.

Collective Bargaining Agreement between Space Gateway Support and International Union United Plant Guard Workers of America (and its Amalgamated Local 127 Thereof representing the Security Police Employees of the Joint Base Operations and Support Contra effective June 1, 2003 through May 31, 2006.

Collective Bargaining Agreement between Research Planning, Incorporated (RPI), (a part of Titan Systems Corporation)/Space Gateway Support (SGS)) and International Union Security Police And Fire Professionals Of America (and its Amalgated Local 127 There effective October 1, 2002 through September 30, 2006.

Collective Bargaining Agreement between Space Gateway Support and International Union Security Police and Fire Professionals of America and its Amalgamated Local 127 Thereof representing the Unarmed Security Employees of the Company effective February 1, 2002 through January 31, 2006.

Collective Bargaining Agreement between Wyle Laboratories Inc. and International Association of Machinists and Aerospace Workers District Lodge 66 , Local Lodge 2061 effective April 1, 2002 through March 31, 2005.

In accordance with sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 250	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) RECEIVED 06 DEC -7 PM 12:55	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE OPOS	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
		10B. DATED (SEE ITEM 13) August 21, 1998		
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt 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 ___ 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 supplemental agreement is to provide an increase of \$644,386 cost and \$51,202* fee for a total amount of \$695,588. This increase is due to an additional 200 tasks for Non -Destructive Evaluation (NDE) specifically for the Orbital Major Modification (OMM). The increase will be effective for FY 04 through FY 08. This change revises Article B-3, Contract Value: Article B-4, Award Fee: G-2, Contract Funding and Section J, Attachment J-12, Workload Indicators, 3.2.3 as shown on the attached pages. All other terms and conditions remain unchanged. * This amount has been adjusted due to award fee score for award fee period eleven and twelve. Contractor is authorized to bill for prior award fee period amounts. 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 all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment. All other terms and conditions of the contract remain unchanged. Award Fee numbers were based upon mod 219. Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)	15C. DATE SIGNED 8 Dec 04	16B. UNITED STATES OF AMERICA BY Linda M. Adams (Signature of Contracting Officer)	16C. DATE SIGNED 8 Dec 04	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 247			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,763,703	\$15,154,899	\$258,918,602
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,190,174	\$15,154,899	\$281,345,073
TOTAL BASIC PERIOD	\$1,160,354,450	\$65,600,498	\$1,225,954,948
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,386,341	\$16,284,861	\$270,671,202
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 250	\$133,046	\$10,295	\$143,341
Total FY04	\$276,655,154	\$16,295,156	\$292,950,310
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,298,276	\$16,506,605	\$295,804,881

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 250			
OPTION 1B			
(10/01/04-09/30/05)	\$259,895,559	\$17,232,144	\$277,127,703
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 250	\$117,814	\$9,425	\$127,239
Total FY05	\$285,909,318	\$17,241,569	\$303,150,887
(10/01/05-09/30/06)	\$258,285,513	\$17,046,289	\$275,331,802
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 250	\$121,903	\$9,752	\$131,655
Total FY06	\$287,509,070	\$17,056,041	\$304,565,111
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	\$578,950,543	\$34,740,182	\$613,690,725
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,018,603,269	\$116,847,285	\$2,135,450,554
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,737,126	\$17,402,298	\$281,139,424
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 250	\$142,299	\$11,384	\$153,683
Total FY07	\$295,746,695	\$17,413,682	\$313,160,377
(10/01/07-9/30/08)	\$270,629,281	\$17,848,342	\$288,477,623
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 250	\$129,324	\$10,346	\$139,670
Total FY08	\$304,207,442	\$17,858,688	\$322,066,130

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,340,568	\$35,863,285	\$643,203,853
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,625,943,837	\$152,710,570	\$2,778,654,407
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
3.2.3	Laboratories	<ul style="list-style-type: none"> • 15 to 20% of all NDE tasks are performed in the laboratory. • 80 to 85% of all NDE tasks are performed in the field. • 1 NDE work order is equivalent to approximately 8 labor hours. • <u>3400</u> total NDE work orders including (KSC/45 SW): <ul style="list-style-type: none"> * Computed Tomography - 85/0. * Eddy Current testing - 25/5. * Infrared testing - 230/5. * Leak testing - 75/25. * Micro-focus - 5/0. * Magnetic Particle - 90/520. * Liquid Penetrant testing - 55/120. * Radiographic testing - 825/160. * Ultrasonic testing - 55/80. * Visual testing - 190/60. * Engineering - 510/180. • Other NASA centers/government agencies on-site NDE work orders - 5 projects (not exceeding 40 hours per project). 	Mod 250	
3.2.3	Laboratories	<ul style="list-style-type: none"> • Approximately 15,000 sampling work orders, including: <ul style="list-style-type: none"> * 60% hazardous commodity sampling * 40% operational commodity sampling • 4000 to 4500 analysis work orders, including: <ul style="list-style-type: none"> * 375 to 425 TCLP analyses * 275 to 375 environmental and waste analyses * 650 to 750 permeability & compatibility studies 		
3.2.3	Laboratories	<ul style="list-style-type: none"> • 6000 to 6750 work orders (or Cleaning/Decontamination Requests (CDR)) that average 2 to 3 work force hours (WFHs) to complete and 50 to 75 Type 3 work orders that average 50 to 60 work force hours to complete. (Ref. KSC Form 3-341B for CDR). • Component Cleaning Backlog Summary as of 10/97: <ul style="list-style-type: none"> * BOC Shuttle Support - 200 CDRs (~1165 WFHs). * BOC Air Force Support - 181 CDRs (~564 WFHs). 		

ARTICLE H-13 CONVERSION TO FIXED PRICE

The government reserves the right to direct the contractor to enter into negotiations to convert all or part of the contract to a type of fixed price contractual arrangement.

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

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

<u>Period Covered</u>	<u>Plan Date</u>
10/01/04 - 03/31/05	(Mod 251)

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)**

ARTICLE H-15 GOVERNMENT FURNISHED SERVICES

The government will furnish the following services to the contractor on a no-charge-for-use basis to the extent reasonably necessary for the contractor to fulfill its contractual obligations:

- A. Electrical Service.
- B. Water & sewage.
- C. Telephone communication services.
- D. Natural Gas.
- E. Maintenance for items listed in Technical Exhibit 7.0-008, USAF Communication Support Equipment.
- F. Calibration for AF GFE, until exercise of Option 3AA, 3AB, 3AC or 3AD, or 3BA, 3BB or 3BC. (Mod 135)
- G. Base reference standards for AF GFE, upon exercise of Option 3AA, 3AB, 3AC or 3AD, or 3BA, 3BB or 3BC. (Mod 135)
- H. Office Copier Services.
- I. Maintenance of NASA provided radios, voice, video, and data communications (Mod 112)

Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (10/1/04 – 3/31/05)

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, 2004 through March 31, 2005.**

- 1) The total estimated dollar value of this contract period is **\$148.9M.**
- 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 **\$74M.**
- 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: **72.4%** of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns. This equates to **36%** of the Total Contract Value.
 - b) Small Disadvantaged Business concerns: **37.2%** of total planned subcontracting dollars will go to subcontractors who are small business concerns, owned and controlled by socially and economically disadvantaged individuals. This equates to **18.5%** 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: **15.1%** 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: **\$53.6M**
 - b) Total dollars planned to be subcontracted to Small Disadvantaged Business concerns: **\$27.5M**. This dollar amount is included in the amount shown under 4(a) above as a subset.
 - c) Total dollars planned to be subcontracted exclusively to Women-Owned Small Business concerns: **\$11.2M**. This dollar amount is included in the amount shown, under 4(a) above, as a subset.
 - d) Total dollars planned to be subcontracted to Veteran-Owned Small Business concerns: \$0.
 - e) Total dollars planned to be subcontracted to Service-Disabled Veteran-Owned Small Business concerns: \$0.
 - f) Total dollars planned to be subcontracted to HUBZone Small Business concerns: \$0.

	Total Dollars	% of CV	% of Subcontracted Dollars
Contract Value (CV)	\$148,000,000.00		
Total Subcontracted Dollars	\$74,000,000.00		
Small business spending	\$53,604,000.00	36%	72.4%
Small Disadvantaged	\$27,546,500.00	18.5%	37.2%
Woman owned (WO)	\$11,167,500.00	7.5%	15.1%
Veteran-Owned	\$0	0%	0%
Service-Disabled Veteran-Owned	\$0	0%	0%
HUBZone	\$0	0%	0%

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

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

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

OTHER DIRECT COSTS

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

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

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.

7) 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.

8) 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.

9) 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: 321-867-4377
Fax: 321-867-3882

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.
- 10) 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:

Approved:

Victoria Lockard
Director, SGS Contracts

William Sample
President, SGS

Date:

Date:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 252	3. EFFECTIVE DATE August 18, 2004	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) 05 JAN 11 PM 4:16	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
			10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:				
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <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 definitize change order 236 (CCR 04-35). This change order decreases the requirement for security vehicle patrol to Naval Ordnance Test Unit (NOTU) security rover (DETEX) motor vehicle patrol. Requirements are defined in CCR 04-35 for the period of performance of August 18, 2004 to September 30, 2008. Decrease Option 1A by (\$14,612) in cost and (\$1,169) in fee for a total of (\$15,781) for FY04. Decrease Option 1B by (\$128,571) in cost and (\$10,286) in fee, for a total of (\$138,857) for FY05, decrease (\$134,334) in cost and (\$10,747) in fee for a total decrease of (\$145,081) for FY06 and decrease Option 1C by (\$140,386) in cost and (\$11,231) in fee, for a total of (\$151,617) for FY07 and decrease (\$147,269) in cost and (\$11,782) in fee for a total of (\$159,051) for FY08. Total decrease for this modification is (\$565,172) in cost and (\$45,215) in fee for a total contract value of (\$610,387). This change revises Article B-3, Contract Value: Article B-4, Award Fee: G-2, Contract Funding and Section J, Attachment J-3, Technical Exhibit 3.1.2-03 as shown on the attached pages. All other terms and conditions 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 all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment. All other terms and conditions of the contract remain unchanged. Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer	
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 18 Jan 05	16B. UNITED STATES OF AMERICA BY Michael Wheeler (Signature of Contracting Officer)	
			16C. DATE SIGNED 1/18/05	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 250			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,763,703	\$15,154,899	\$258,918,602
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,190,174	\$15,154,899	\$281,345,073
TOTAL BASIC PERIOD	\$1,160,354,450	\$65,600,498	\$1,225,954,948
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,519,387	\$16,295,156	\$270,814,543
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 252	(\$14,612)	(\$1,169)	(\$15,781)
Total FY04	\$276,640,542	\$16,293,987	\$292,934,529
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,283,664	\$16,505,436	\$295,789,100

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 250			
OPTION 1B			
(10/01/04-09/30/05)	\$260,013,373	\$17,241,569	\$277,254,942
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 252	(\$128,571)	(\$10,286)	(\$138,857)
Total FY05	\$285,780,747	\$17,231,283	\$303,012,030
(10/01/05-09/30/06)	\$258,407,416	\$17,056,041	\$275,463,457
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 252	(\$134,334)	(\$10,747)	(\$145,081)
Total FY06	\$287,374,736	\$17,045,294	\$304,420,030
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$578,687,638	\$34,719,149	\$613,406,787
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,018,325,752	\$116,825,083	\$2,135,150,835
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,879,425	\$17,413,682	\$281,293,107
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 252	(\$140,386)	(\$11,231)	(\$151,617)
Total FY07	\$295,606,309	\$17,402,451	\$313,008,760
(10/01/07-9/30/08)	\$270,758,605	\$17,858,688	\$288,617,293
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 252	(\$147,269)	(\$11,782)	(\$159,051)
Total FY08	\$304,060,173	\$17,846,906	\$321,907,079

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,052,913	\$35,840,272	\$642,893,185
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,625,378,665	\$152,665,355	\$2,778,044,020
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

J3, Technical Exhibit # 3.1.2-03
Baseline Realignment Security Posture for FY04 – 08

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

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

FY04-08 Security Posture Baseline - Table

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

Air Force (CCAFS Security)

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

ROCC - JON 57426000 Air Force

Description	Requirement
ROCC Internal Response Force	2/24/7

Titan - JON 82000000

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

Titan - JON 81000000

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

Delta - JON 71000000

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

NOTU - JON 07200000

Description		Requirement
NOTU Rover	(Mod 252)	1/8/7
Marine Patrol		2/24/7
Supervisor		1/8/5

JOINT Security POOL

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 253	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		CODE OPOS	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
			10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <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.) The purpose of this unilateral modification is to obligate funding in the amount of \$61,773,525. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 16 March 2005. This change revises Article G-2, as shown on the attached page.				
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 11/22/2004	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 254		3. EFFECTIVE DATE August 30, 2004		4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 04 DEC -7 PM 1:15	
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 04 DEC -7 PM 1:15		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (AUG 1998) - ALTERNATE I (AUG 1998)					
E. IMPORTANT: Contractor [] is not, [<input checked="" type="checkbox"/>] is required to sign this document and return <u>3</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to modify FAR 52.244-2(e) Subcontracts (Cost-Reimbursement and Letter Contracts) (Aug 1998) – Alternate (Aug 1998) language in accordance with CCSMO letter dated August 30, 2004 with subject title "Use of Economic Price Adjustment Clause in Subcontracts." This change revises Article I-1, Contract Clauses, FAR 52.244-2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 3 Jan 05	16B. UNITED STATES OF AMERICA BY Linda M Adams (Signature of Contracting Officer)		16C. DATE SIGNED 4 Jan 05

- 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- 52.225-19 EUROPEAN UNION SANCTION FOR SERVICES (JAN 1996)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-12 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) – ALTERNATE II (JUN 1989)
- 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987) (AS MODIFIED BY NFS 1852.227-14)
- 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (JUN 1997)
- 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- 52.233-1 DISPUTES (OCT 1995)-ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)-ALTERNATE I (JUN 1985)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-2 CHANGES-COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
- 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (AUG 1998) - ALTERNATE I (AUG 1998) (to section e add “Any subcontract with an EPA clause.”) MOD 254



Cape Canaveral Spaceport Management Office
(CCSMO)
Mail Code: JP
Kennedy Space Center, FL 32899

August 30, 2004

Reply to Attn of: OP-OS-JP

Space Gateway Support
Attn: Vicki Lockard
Director of Contracts
PO Box 5580
Titusville, FL 32783-5580

Subject: NAS10-99001, Joint Base Operations and Support Contract (JBOSC); Use of Economic Price Adjustment Clause in Subcontracts

During CCR 04-24 fact-finding SGS indicated a plan to include an Economic Price Adjustment Clause in firm-fixed-price subcontracts (in particular construction services).

After review of FAR 16.203-2, Application of EPA clause, it is the determination of CCSMO Contracts Management that fluctuations in market prices for generally available materials are able to be mitigated by including current market prices at the time of bid submission and placing orders for materials in a timely manner.

While use of an EPA clause is a consideration in any acquisition, it is not considered to be in the government's best interest in this instance. **Be advised that prior to award of any future subcontract that includes an EPA Clause, contracting officer consent will be required in accordance with FAR 52.244-2(e).**

Lester S. Howard
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1

2. AMENDMENT/MODIFICATION NO.

255

3. EFFECTIVE DATE

2 Dec 04

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

RECEIVED
SGS CONTRACT
05 FEB 10 AM 11:13

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

CODE

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Contracting Officer for current Accounting & Appropriation Data

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

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

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

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

D. OTHER (Specify type of modification and authority)
Bi Lateral Agreement/Mutual Agreement of the Contracting Parties

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

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

The purpose of this modification is to incorporate revisions to Contract Documents attached, as a NO COST CHANGE per mutual agreement of the Contracting Parties, as follows: Attachment J-2, Data Requirements List/Data Requirements Description (DRL/DRD); J-4, Compliance Documents; J-12, Workload Indicators. See continuation pages for detailed listing of revised, added, or deleted documents.

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

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

Victoria G. Lockard
Director, Contracts

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

Lester S. Howard
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

Victoria Lockard
(Signature of person authorized to sign)

18 Feb 05

Lester S. Howard
(Signature of Contracting Officer)

18 Feb 05

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.1	45 SW Base Support Policy	06/00	Policy for Commercial Launch/Range Customers on Sources of Base Support	Mod 205
1.1.1.1	KPD 8630.3C	09/03	KSC Shuttle Process Flight Readiness Certification Review Plan	
1.1.1.1	ELV/EELV 501.97	Draft	Universal Document System	
1.2	29 CFR 1910.119	11/95	Process Safety Management Standard	Mod 205
1.2	EWR 127-1 (T)	03/95	Eastern and Western Range Safety Policies and Processes	
1.2	KNPR 8715.3 (T)	12/04	KSC Safety Practices Procedural Requirements	Mod 255
1.3.2	45 SWI 65-601	06/03	Reimbursement Policy	Mod 205
1.3.2	NPR 9501.2D	05/01	NASA Contractor Financial Management Reporting	Mod 205
1.4.1	ANSI/ISO/ASQ-9001-2000	12/00	Standard, "Quality Systems-Model for Quality Assurance in Design, Production, Installation and Servicing"	Mod 205
1.4.1	NHB 5300.4 (1B)	04/69	Quality Program Provisions for Aeronautical & Space System Contractor	
1.4.1	KHB 5310.1(1D-2)	1D-2	Reliability, Maintainability and Quality Assurance Handbook	
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NASA STD 8719.7	01/98	Facility System Safety Guidebook	Mod 205
1.4.2	NSTS 07700 Volume V	10/03	Information Management Requirement	Mod 205
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NSTS 22254	07/01	Methodology for Conduct of Space Shuttle Hazard Analyses	Mod 205
1.4.2	NSTS 07700, Volume X	10/03	Flight and Control System Specification – Book 1, Requirements	Mod 205
1.4.2.1	NASA-STD-8729.1	12/98	Planning, Developing, and Managing an Effective Reliability and Maintainability (R&M) Program	Mod 205
1.4.3	KNPR 8715.3(T)	12/04	KSC Safety Practices Procedural Requirements	Mod 255
1.4.3	GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010	11/94	Government/Industry Data Exchange Program (GIDEP) Operation Manual	Mod 205
2.1	NPG 8820.2C	04/97	Facility Project Implementation Handbook	Mod 205
2.1	NAS-STD-8719.11	08/00	Safety Standard for Fire Protection	Mod 205

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
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CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 1.1- 04(REVB)(MOD255)
B. LINE ITEM TITLE: WBS 1.1, Management and Control					
C. OPR. CCSMO	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. REQ. AR	G. INITIAL SUB. As required	H. AS OF DATE As required
J. REMARKS: Block F: An anomaly report is required for each major anomaly as it occurs. The format for the Anomaly Report is at the discretion of the Contractor. Type "D": Electronic Submittal. Product shall be compatible with MicroSoft Office suite of software.					
K. DISTRIBUTION CCSMO SA-E CCAFS/CC 45SW/SE					TOTALS NO. TYPE N/A D
DATA REQUIREMENT DESCRIPTION					
1. TITLE Report, Anomaly			2. NUMBER 1.1-04		
3. USE Anomaly Report, to provide immediately a description of equipment/system failure or anomaly, an accident, close call, or personal injury.			4. DATE 29 Nov 04		
			5. ORGANIZATION		
7. INTERRELATIONSHIP			6. REFERENCES		
8. PREPARATION INFORMATION					
<p>1. An Anomaly Report shall be prepared and distributed per Block K not later than four (4) hours after the anomaly occurs and shall include but not be limited to:</p> <ul style="list-style-type: none"> a. Date, time, location and nature of the anomaly b. System or Systems involved c. Number, and, if possible, the names of employees involved and nature of injuries, if any d. Probable cause of occurrence and events leading up to anomaly e. Actions taken to eliminate or minimize any hazards or further damage f. Planned corrective actions to prevent reoccurrence if known g. Persons notified. h. Photographs, if available. <p>2. Anomalies meeting NASA/Air Force Mishap criteria for Type A through Type D as defined in KNPR 8715.3 or EWR 127-1 or when directed by the CCSMO, shall be upgraded to Mishaps and electronically entered into the NASA Mishap-Reporting database within 24hrs or by the end of the next regular duty day if the incident occurs after 1500 hours on the last work day before a Holiday or weekend or anytime on Weekends or Holidays. In addition, all anomalies with the potential to have been a Type A through Type D Mishap shall also be entered. The data will be captured in a resident database. Data entered shall contain as much detail as available and when appropriate shall include details such as root cause analysis, lists of corrective actions taken, as stated means to prevent recurrence, photographs, etc.</p> <p>3. When the initial report does not contain final root causes and/or corrective actions, follow-up electronic reporting shall be submitted within 45 working days of the mishap occurrence. Information required is the same as for the initial report with a final root cause analysis and/or list of completed corrective actions. If any action remains open after submittal of the first 45 day report, additional follow-up reporting shall be made on a periodic basis (not to exceed monthly) until closure of all action items.</p>					

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
		<ul style="list-style-type: none"> • 12 Publications • 220 briefings -- Badging: <ul style="list-style-type: none"> • 1,200 AF & 10,000 KSC Resident badges • 45,000 AF & 63,000 KSC Temporary badges • 25,000 NASA area permits • 1,675 NASA Foreign National permits • 1,300 fingerprint request -- Resource Protection: (Mod 255) <ul style="list-style-type: none"> • 165 inspection & assessments • 51 Resource Protection surveys • 117 special requests • 60 Vulnerability Tests • 250 civil court appearances • 80 hrs Survey KSC Security barricades • 126 Design Reviews -- Traffic Control: (Mod 255) <ul style="list-style-type: none"> • 9,000 traffic responses • 250 vehicle accidents • 3,060 KSC/CCAFS citations • 1,500 Florida Uniform Traffic citations • 250 Federal US Magistrate citations -- Locksmith: (Mod 255) <ul style="list-style-type: none"> • 32,700 keys manufactured annually • 13,500 core & lock actions annually • 3,050 locks installed annually • 250 security container lockouts annually • 750 safe combination/locks retrofitted annually • 216 lockouts or lock failures annually 		

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
		<ul style="list-style-type: none"> • 20 classified safe combination changes annually 		
3.1.2	Security			
3.1.3	Emergency Preparedness	<p>KSC DATA: (Mod 255)</p> <ul style="list-style-type: none"> • 16 Performance training classes (NASA 4/AF 12) • 2 special required exercises • 2 hurricane operations (NASA/AF) • 40 People trained CSS • 3 People LDCG • 20 People EET • 200 people trained Hurricane coordination • 6 response to actual emergency • 4 Prepare and present on-call briefs • 12 Hurricane briefs • 2 Special request exercises • 20 Launch support EOC/MCC <p>Emergency Communication:</p> <ul style="list-style-type: none"> • 70,000 recorded electronic security system activations • 26,400 security actions requested • 6,000 fire actions requested • 5,000 other actions (911, outages, halon mode switch) requested 	<p>MOD 205</p> <p>MOD 205</p>	
3.1.3	Emergency Preparedness			
3.1.3	Emergency Preparedness			

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
3.2	Logistics			
3.2.2	Transportation	CCAFS/PAFB Vehicle Operation and Maintenance (Mod 255) <ul style="list-style-type: none"> • Vehicles & Equipment maintained at KSC—1150 • Vehicles & Equipment maintained at CCAFS/PAFB—1095 • CCAFS/PAFB HE Driver Support—20,300 hours 		
3.2.3	Laboratories	Approximately 15,000 sampling work orders, including: <ul style="list-style-type: none"> • 60% hazardous commodity sampling • 40% operational commodity sampling 4,500 analysis work orders, including: <ul style="list-style-type: none"> • 425 TCLP analyses • 375 environmental and waste analyses • 750 permeability & compatibility studies 		
3.2.3	Laboratories	* 3,400 work orders (or Cleaning/Decontamination Requests (CDR) that average 2 to 3 work force hours (WFHs) to complete and 50 to 75 Type 3 work orders that average 50 to 60 work force hours to complete (Ref. KSC Form 3-341B for CDR)	MOD 205	
3.2.3.2	Standards and Calibrations	PMEL/Sampling/Analysis (Mod 255) <ul style="list-style-type: none"> • Repairs, PMEL—500 • In-place Calibrations, PMEL—800 • JDMTA Down-Range Calibrations—274 • Ascension/Antigua Down-Range Calibrations—1400 • Calibration of Non-PMEL Items--1500 		
3.2.4	Propellants	Propellants Support: (Mod 255)	MOD 205	

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
		<ul style="list-style-type: none"> ◆ 80,000 scf Helium (9 miles pipeline at 6,000 psi) Petroleum Fuel: (Mod 255) ◆ 180,000 gallons RP-1 (Atlas, Delta 1st stage) ◆ 900,000 gallons JP-8 (T-38, STA, SCA, Helicopters) Other Fluids: (Mod 255) ◆ 1,000,000 gallons Demineralized Water 		
3.3.2	Communications	<ul style="list-style-type: none"> • 1,292 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 135 MOD 205	
3.3.2	Communications		(Mod 135)	
3.4	Administrative Services			
3.4.1	Publications	<p>KSC DATA: (Mod 255)</p> <ul style="list-style-type: none"> • 67,200,000 units Printing/Duplicating • 500,000 units Color Copying • 1,800,000 units Engineering Drawing Reproduction and Multi-Color digital printing. Unit of measure square feet <p>Microimaging: (Mod 255)</p> <ul style="list-style-type: none"> • 4,250,000 images Documents scanned and CD-ROM disks • 850,000 images Indexed PDF Images • 49,759 aperture cards - 35mm Original Aperture cards encoded, interpreted and printed (Mod 144) 	(Mod 135) MOD 205 MOD 205	

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
		<ul style="list-style-type: none"> • 51 KSC Bulletins produced • 26 biweekly “Spaceport News” issues published • 8,330 Publications pages prepared (Mod 154) • 3 Web pages supported with weekly updates • 6 PAO Web pages maintained with weekly updates (Mod 154) • 840 PAO writing assignments, (Mod 154) • Captions for 2,215 photos (Mod 154) • PAO Pre and Post Launch/Mission Materials for 6 Launches: (Mod 154) • PAO Library Reference Materials for 6 Launches • 30,990 PAO Fan Mail kits & Special items disseminated • PAO launch passes – 5,000 car passes annually for 6 launches <p>NASA Portal/ELV Support:</p> <ul style="list-style-type: none"> • 40 Web Broadcasts • 12 Web Sites <p>NASA Portal Missions Section:</p> <ul style="list-style-type: none"> • 6 Narrative Features per week 	<p>MOD 208</p> <p>MOD 208</p>	
3.4.1	Engineering Document Control	<ul style="list-style-type: none"> • 636 Document Release Authorizations • 24,180 KSC Engineering Documentation sheets processed 	<p>MOD 205</p> <p>MOD 205</p>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 256		3. EFFECTIVE DATE 12/06/2004		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 OPOS			
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.					
<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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
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.) The purpose of this modification is to correct MOD 249, Wage Determination's (WD) 94-2118 (Rev 23) dated 8/06/2004 and 98-0040 (Rev 4) dated 8/26/2004. MOD 249 was not a change order. The first sentence in MOD 249 should read as follows: "The purpose of this modification" versus "purpose of this change order." All other language in MOD 249 remains unchanged. Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Linda M. Adams (Signature of Contracting Officer)	
				16C. DATE SIGNED 12/6/04	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 257 3. EFFECTIVE DATE 12/14/2004 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

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

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

The purpose of this modification is to clarify launch support requirements applicable to search light and generator support. This change adds SOW language directing the contractor to maintain and operate search lights and associated generators in support of all government launches including four Trans Atlantic Launch (TAL) Sites. The OMEU Contingency Landing Site requirements for Xenon lights are updated by changing Banjul, Gambia to Istres, France. This is considered a no-cost change as no new requirements are added by this change.

This change revises Section J, Attachment J-1, Statement of Work Paragraph 2.2.1.8, Preparation for Launch, Test and Training and Attachment J-5, Facilities, Systems, and Equipment Assigned for Operations, Maintenance, and Engineering (OMEU), Contingency Landing Sites (Kennedy Space Center). See page 2 of 2 of this modification for an explanation of changes to the SOW and OMEU.

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 all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment. All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda M. Adams Contracting Officer 15B. CONTRACTOR/OFFEROR Victoria Lockard 15C. DATE SIGNED 18 Feb 05 16B. UNITED STATES OF AMERICA BY Linda M. Adams 16C. DATE SIGNED 22 Feb 05

The SOW language modification is changed as follows (**changes are in bold**):

2.2.1.8 Preparation for Launch, Test, Training and Search (Xenon) Lights/Generator Support. The contractor shall provide facilities, equipment, and utilities support during pre-launch and landing for all launches according to shuttle integrated operations and maintenance instructions and Air Force Program Directives. NASA's KPD 8630.3, KSC Shuttle Processing Flight Readiness/Certification Review Plan, and ELV/EELV, 501-97 Universal Documentation System, depict the standard mission support requirements.

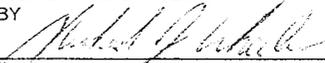
The contractor shall prepare KSC Pad A&B slidewire bunker areas for launch, test, or training exercises as listed in Technical Exhibit 2.2.1.8, Pad A&B Slide Wire Area Support Standards. Preparation includes: grading area between sidewalks, removal of accumulations of eroded sand from perimeter of areas within the bunkers, and removal of large shells, rocks, and debris, adding clean builders sand as necessary, and removal of sand deposited on bunker sidewalks. The contractor shall inspect bunker dirt cover for proper depth and erosion control. If necessary, the contractor shall replenish dirt and seed properly. Sand fill depth at slide wire landing shall be inspected and sand replenished, if necessary, in accordance to the established safety guidelines.

The contractor shall maintain and operate search lights and associated generators in support of all government launches. This support includes four remote Trans Atlantic Launch Sites (TAL-sites). These sites include Moron, Spain, Zaragosa, Spain, Ben Guerir, Morocco and Istres, France. The Contractor is required to provide manning of three of these TAL-sites per shuttle launch. Existing inventory of search lights (xenon) is 126 units. The existing inventory of generators associated with the search lights is 76 units. In addition to this inventory, the contractor shall be responsible for providing parts for 44 search lights located in White Sands and Edwards AFB.

The OMEU Changes are as follows:

CLS – CONTINGENCY LANDING SITES (Kennedy Space Center)

LE – Lights, XENON, SCISSOR LIFT, SGS, change all Banjul, Gambia references to read **Istres, France.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 258		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		CODE OPOS		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor [<input checked="" type="checkbox"/>] is not, [] is required to sign this document and return ___ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this unilateral modification is to obligate funding in the amount of \$52,469,560. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 20 May 2005.					
This change revises Article G-2, as shown on the attached page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Wheeler Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. DATE SIGNED 12/22/2004	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 259		3. EFFECTIVE DATE See Block 16C		5. PROJECT NO. (If applicable) RECEIVED 03 JAN -7 AM 9:37
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OPOS	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
			10B. DATED (SEE ITEM 13) August 21, 1998	
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 1. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<p>The purpose of this modification is to increase the value of Type 3C work effort for FY05. These requirements are defined in CCR 05-07 for the period of performance of November 1, 2004 through September 30, 2005. The total increase in FY05 is \$18,031,679 (cost) and \$1,442,534 (fee) for a total of \$19,474,213. Additionally, this modification includes a correction to the value on Technical Exhibit 2.2.1.3-001 under modification 217.</p> <p>This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2, Contract Funding, and Technical Exhibit 2.2.1.3-001 as shown on attached pages.</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) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James C. Ossandon Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i>		15C. DATE SIGNED <i>7 Jan 05</i>	16B. UNITED STATES OF AMERICA <i>James C. Ossandon</i>	16C. DATE SIGNED <i>7 Jan 05</i>
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 252			
10/01/98-09/30/00	\$397,214,790	\$23,373,346	\$420,588,136
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$406,414,790	\$23,373,346	\$429,788,136
		\$0	
(10/01/00-09/30/01)	\$216,074,907	\$13,037,357	\$229,112,264
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY01	\$234,879,284	\$13,037,357	\$247,916,641
(10/01/01-09/30/02)	\$231,890,812	\$14,034,896	\$245,925,708
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun			\$0
Mod No. Cost Overrun			\$0
Mod No.	\$0	\$0	\$0
Total FY02	\$251,756,716	\$14,034,896	\$265,791,612
(10/01/02-09/30/03)	\$243,763,703	\$15,154,899	\$258,918,602
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,190,174	\$15,154,899	\$281,345,073
TOTAL BASIC PERIOD	\$1,160,354,450	\$65,600,498	\$1,225,954,948
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$254,504,775	\$16,293,987	\$270,798,762
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$276,640,542	\$16,293,987	\$292,934,529
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$279,283,664	\$16,505,436	\$295,789,100

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 250			
OPTION 1B			
(10/01/04-09/30/05)	\$259,884,802	\$17,231,283	\$277,116,085
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 259	\$18,031,679	\$1,442,534	\$19,474,213
Total FY05	\$303,812,426	\$18,673,817	\$322,486,243
(10/01/05-09/30/06)	\$258,273,082	\$17,045,294	\$275,318,376
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$287,374,736	\$17,045,294	\$304,420,030
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$596,719,317	\$36,161,683	\$632,881,000
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,036,357,431	\$118,267,617	\$2,154,625,048
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$263,739,039	\$17,402,451	\$281,141,490
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,606,309	\$17,402,451	\$313,008,760
(10/01/07-9/30/08)	\$270,611,336	\$17,846,906	\$288,458,242
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,060,173	\$17,846,906	\$321,907,079

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,052,913	\$35,840,272	\$642,893,185
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,643,410,344	\$154,107,889	\$2,797,518,233
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

TYPE 3C WORK ORDERS

MOST PROBABLE COST ADJUSTMENT

CONTRACT PERIOD:	FY:	ANNUAL BASELINE: (Loaded without fee – Mod 79)	ACTUAL VALUE: (Loaded without fee)	Modification Number	Additional Value: (Loaded with fee)
Contract Year 1	FY 99	\$ 8,816,118			
Contract Year 2	FY 00	\$ 8,991,033			
Contract Year 3	FY 01	\$ 9,175,971			
Contract Year 4	FY 02	\$ 9,369,147	\$6,742,200	179	
Contract Year 5	FY 03	\$ 9,566,157			
BASIC Sub-total:		\$ 45,918,426			
Contract Year 6	FY 04	\$ 9,773,958		217/247/ 259	\$4,526,514
Contract Year 7	FY 05	\$ 9,987,367		247 259	\$ 4,960,364 \$17,637,334 \$22,597,698
Contract Year 8	FY 06	\$ 10,201,668			
Contract Year 9	FY 07	\$ 10,429,644			
Contract Year 10	FY 08	\$ 10,695,195			
OPTION Sub-total:		\$ 51,087,832			
TOTAL:		\$ 97,006,258			

NOTES:

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