

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 7

2. AMENDMENT/MODIFICATION NO.

281

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

RECEIVED
305 CONTRACTS

05 MAY 19 AM 11:24

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the value of Type 3C work effort for FY05. These requirements are defined in CCR 05-18 for the period of performance of March 1, 2005 through September 30, 2005. The total increase in FY05 is \$13,590,698 (cost) and \$1,087,256 (fee) for a total of \$14,677,954.

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.

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.

FINANCIAL MANAGEMENT COPY

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)

Larry J. Griffin
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15D. UNITED STATES OF AMERICA

15E. DATE SIGNED

Victoria Lockard
(Signature of person authorized to sign)

19 May 05

Larry J. Griffin
(Signature of Contracting Officer)

5/19/2005

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		247 259 281	\$ 4,960,364 \$17,637,334 <u>\$13,648,885</u> \$36,246,583
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)

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 280			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$231,656,441	\$14,016,147	\$245,672,588
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$251,522,345	\$14,016,147	\$265,538,492
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,168,894	\$65,549,025	\$1,224,717,919
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 280			
OPTION 1B			
(10/01/04-09/30/05)	\$278,481,720	\$18,714,480	\$297,196,200
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 281	\$13,590,698	\$1,087,256	\$14,677,954
Total FY05	\$317,968,363	\$19,801,736	\$337,770,099
(10/01/05-09/30/06)	\$259,198,322	\$17,114,604	\$276,312,926
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$288,299,976	\$17,114,604	\$305,414,580
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$611,800,494	\$37,358,912	\$649,159,406
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,037,784,116	\$118,411,821	\$2,156,195,937
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,009,047	\$17,419,179	\$281,428,226
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,876,317	\$17,419,179	\$313,295,496
(10/01/07-9/30/08)	\$270,894,362	\$17,864,501	\$288,758,863
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,343,199	\$17,864,501	\$322,207,700

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,605,947	\$35,874,595	\$643,480,542
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,645,390,063	\$154,286,416	\$2,799,676,479
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 253						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 253	\$2,135,150,835	\$1,530,567,345	\$123,462,851	\$1,654,030,196	3/16/2005	
258		\$48,582,926	\$3,886,634	\$52,469,560	5/20/2005	
259	\$19,474,213					
263		\$44,713,894	\$3,577,111.00	\$48,291,005.00	6/23/2005	
265	\$252,217					
267	-\$207,322					
268		\$18,053,960.00	\$1,444,317.00	\$19,498,277.00	7/14/2005	
271	\$115,825					
273	\$121,292					
274	-\$14,865,905					
276		\$22,291,276.00	\$1,783,302.00	\$24,074,578.00	8/7/2005	
277		\$7,757,488.00	\$620,599.00	\$8,378,087.00	8/14/2005	
278	\$315,667					
279	\$340,932					
280	\$820,229					
281	\$14,677,954					
TOTAL	\$2,156,195,937	\$1,671,966,889	\$134,774,814	\$1,806,741,703		

2. AMENDMENT/MODIFICATION NO. <p style="text-align:center;">282</p>	3. EFFECTIVE DATE <p style="text-align:center;">See Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	7. ADMINISTERED BY (If other than Item 6) 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. <p style="text-align:center;">NAS10-99001</p>
	10B. DATED (SEE ITEM 13) <p style="text-align:center;">August 21, 1998</p>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

The purpose of this modification is to provide an equitable adjustment to the contract for additional work required to support NASA Launch/Landing Scrubs and Delay Costs for NASA Space Transportation Systems. This work is defined in CIP 52, performance period 1 Oct 2001 through 30 September 2002.

This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2 Contract Funding. All other terms and conditions of the contract remain unchanged.

The increase in costs for government fiscal year 2002 (FY02) is \$665,978 and award fee of \$53,277 * , for a total of \$719,255

*The fee for prior award fee periods has been adjusted to \$ 48,749 to reflect earned amounts in which SGS may submit a voucher.

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer
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15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>24 may 05</i>	16B. UNITED STATES OF AMERICA <i>Ernest G. Tweedie</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>31 MAY 05</i>
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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 280			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$231,656,441	\$14,016,147	\$245,672,588
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 282	\$665,978	\$48,749	\$714,727
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 280			
OPTION 1B			
(10/01/04-09/30/05)	\$292,072,418	\$19,801,736	\$311,874,154
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY05	\$317,968,363	\$19,801,736	\$337,770,099
(10/01/05-09/30/06)	\$259,198,322	\$17,114,604	\$276,312,926
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$288,299,976	\$17,114,604	\$305,414,580
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$611,800,494	\$37,358,912	\$649,159,406
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,038,450,094	\$118,460,570	\$2,156,910,664
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,009,047	\$17,419,179	\$281,428,226
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,876,317	\$17,419,179	\$313,295,496
(10/01/07-9/30/08)	\$270,894,362	\$17,864,501	\$288,758,863
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,343,199	\$17,864,501	\$322,207,700

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,605,947	\$35,874,595	\$643,480,542
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,646,056,041	\$154,335,165	\$2,800,391,206
*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. CONTR. ID CODE PAGE OF PAGES
1 6

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

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) 9A. AMENDMENT OF SOLICITATION NO.
Space Gateway Support
2411 Dulles Corner Park, Suite 500
Herndon, VA 20171-3430
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001
10B. DATED (SEE ITEM 13)
August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Unilateral Modification in accordance with Attachment J8, JBOSC Award Fee Evaluation Plan
D. OTHER (Specify type of modification and authority)

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 modification is to revise Articles B-3 and B-4 to reflect the amount of award fee earned as determined by the Fee Determination Official on May 11, 2005, for the period October 1, 2004 through March 31, 2005. Award fee in the amount of \$9,290,106 has been earned for the stated period for PEF, CES & SEF. The total available award fee pool is reduced by \$699,255 from \$9,989,361 to \$9,290,106.

NOTE: EARNED AND PROVISIONAL AWARD FEE PAYMENT DISBURSED TO DATE IN THE AMOUNT OF \$89,322,027, IS DEDUCTED FROM THE EARNED AWARD FEE THROUGH AWARD FEE PERIOD 13 OF \$90,391,763. A **NET PAYMENT OF \$1,063,736** 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 282.
End of Modification

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

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY 16C. DATE SIGNED
(Signature of person authorized to sign)  (Signature of Contracting Officer) May 17, 2005

ARTICLE B-3 CONTRACT VALUE			
Basic Period Sep 98-30 Sep 03			
The contract value is summarized below:			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (Sept 1998)	\$1,113,486		\$1,113,486
Basic Period Thru 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 282			
OPTION 1B			
(10/01/04-09/30/05)	\$292,072,418	\$19,801,736	\$311,874,154
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 283		(\$699,255)	(\$699,255)
Total FY05	\$317,968,363	\$19,102,481	\$337,070,844
(10/01/05-09/30/06)	\$259,198,322	\$17,114,604	\$276,312,926
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$288,299,976	\$17,114,604	\$305,414,580
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	\$2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	\$2,676,114
Total Option 3BB	\$4,869,032	\$389,523	\$5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	\$357,849
10/01/05-09/30/06	\$331,781	\$26,542	\$358,323
Total Option 5BB	\$663,123	\$53,049	\$716,172
TOTAL OPTION 1B Period	\$611,800,494	\$36,659,657	\$648,460,151
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,038,450,094	\$117,761,315	\$2,156,211,409
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,009,047	\$17,419,179	\$281,428,226
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY07	\$295,876,317	\$17,419,179	\$313,295,496
(10/01/07-9/30/08)	\$270,894,362	\$17,864,501	\$288,758,863
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY08	\$304,343,199	\$17,864,501	\$322,207,700

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	\$2,539,810	\$203,185	\$2,742,995
10/01/07-09/30/08	\$2,621,598	\$209,728	\$2,831,326
Total Option 3BC	\$5,161,408	\$412,913	\$5,574,321
Option 4BB			
10/01/04-09/30/05	\$0	\$0	\$0
10/01/05-09/30/06	\$0	\$0	\$0
Total Option 4BB	\$0	\$0	\$0
Option 4BC			
10/01/06-09/30/07	\$775,654	\$62,053	\$837,707
10/01/07-09/30/08	\$775,654	\$62,052	\$837,706
Total Option 4BC	\$1,551,308	\$124,105	\$1,675,413
Option 5BC			
10/01/06-09/30/07	\$332,204	\$26,576	\$358,780
10/01/07-09/30/08	\$341,511	\$27,321	\$368,832
Total Option 5BC	\$673,715	\$53,897	\$727,612
TOTAL OPTION 1C Period	\$607,605,947	\$35,874,595	\$643,480,542
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,646,056,041	\$153,635,910	\$2,799,691,951
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 284		3. EFFECTIVE DATE See block 16C		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) RECEIVED SGS CONTRACTS 05 MAY 19 AM 10:18
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) Bi Lateral Agreement/Mutual Agreement of the Contracting Parties					
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 incorporate revisions to Contract Documents attached, as a NO COST CHANGE per mutual agreement of the Contracting Parties, as follows: Attachment J-12, Workload Indicators, indicators are updated to reflect Annual Work Load Indicator Review/Realignments; See continuation pages for detailed listing of revised, added, or deleted documents. All other terms and conditions of the contract remain unchanged. In consideration of the modification agreed to herein as complete equitable adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments, for periods prior to the date of this modification, and attributable to such facts and circumstances giving rise to the adjustment.					
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)		15C. DATE SIGNED 19 May 05		16B. UNITED STATES OF AMERICA BY <i>Lester S. Howard</i> (Signature of Contracting Officer)	
				16C. DATE SIGNED 19 May 05	

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
3.1.3	Emergency Preparedness			
3.1.3	Emergency Preparedness			
3.2	Logistics			
3.2.1	Supply	<p>KSC DATA:</p> <ul style="list-style-type: none"> -- Logistics Management: <ul style="list-style-type: none"> • 48,000 cataloged items • 5,200 line items • 36,000 line items in the area of research • 18,000 Work Order Kitting (receipt, kit and issue) • 50,000 Bench stock reordering/binning • 20,000 Tool crib transactions -- Supply Operations: <ul style="list-style-type: none"> • 3,650 outbound shipment actions • 1,800 priority freight pickup shipments • 100 hazardous material shipments • 250 custom shipment imports • 50 custom shipments exports DELETE (MOD 284)-- Combined general warehousing actions: <ul style="list-style-type: none"> • Number of issues: 87,000 • Receipts: 85,000 • Deliveries: 88,000 -- Property Disposal: (MOD 284) <ul style="list-style-type: none"> • Items Received: 21,600 • Number of Auctions: 6 • Number of Sales: 3 • Other Sales Contracts: 10 	<p>MOD 135</p> <p>MOD 205</p> <p>MOD 205</p> <p>MOD 205</p> <p>MOD 205</p> <p>MOD 205</p> <p>MOD 205</p>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 285		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001	
				10B. DATED (SEE ITEM 13) August 21, 1998	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<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 \$9,829,827. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 19 August 2005. This change revises Article G-2, as shown on the attached page.					
FINANCIAL MANAGEMENT COPY					
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 5/19/2005
(Signature of person authorized to sign)				(Signature of Contracting Officer)	

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2. AMENDMENT/MODIFICATION NO. 286 3. EFFECTIVE DATE 03 June 2005 4. REQUISITION/PURCHASE REQ. NO. 6. PROJECT NO. (If applicable)
 RECEIVED
 SGS CONTRACTS

6. ISSUED BY CODE OP-OS-JP 7. ADMINISTERED BY (If other than Item 6) CODE
 John F. Kennedy Space Center, NASA
 Procurement Office
 Kennedy Space Center, FL 32899
 05 JUN -1 AM 9:06

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)

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

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

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

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

This modification does the following: (1) transfers operations and maintenance responsibility to SGS for 445 KSC and 262 CCAFS facilities/systems identified in SGS' revised proposal dated 4/11/05 (facilities were previously listed in OMEU Matrix under NASA/Air Force designators); (2) incorporates the CCR 02-37 pricing methodology (reference SGS proposal dated 1/24/05 and revised proposal dated 4/11/05) into the contract that will be used to add and delete facilities, systems and equipment to the OMEU matrix; and, (3) adds Technical Exhibit 2.2-017, Electronic OMEU Matrix to the contract.
 The facilities/systems are being added at no change to the contracts estimated cost and fee. The reduction of performance standards in Appendix C represents fair and equitable consideration for the added effort. The performance period is the effective date of this modification through 30 September 2008.
 The modification revises J-1, Statement of Work, paragraph 2.2.1.1; J-5, Technical Exhibit; and, Appendix C – Performance Standards, and adds Technical Exhibit 2.2-017 (see attached).
 In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 Dennis Foldesi
 Manager SGS Contracts Administration
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Bryce D. Collins
 Contracting Officer
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Signature of person authorized to sign 6/2/05 Signature of Contracting Officer 6/3/05

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 (Technical Exhibit 2.2—017) 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.

APPENDIX C – PERFORMANCE STANDARDS

Number	Performance Description
2.2.1-3	No more than 20 false fire alarms per month or 13 facility evacuations shall occur per month resulting from O/M/E attributed action/inaction of the contractor.
2.2.1-4	100% of Type 2 emergency work orders shall be mitigated within 24 hours, 99% completed within 10 calendar days, and 100% completed within 60 calendar days of the original call.
2.2.1-5	100% of Type 2 urgent work orders shall be mitigated within 72 hours, 98% completed within 20 calendar days, and 100% completed within 60 calendar days of the original call.
2.2.1-6	90% of Type 2 routine work orders shall be completed within 30 calendar days, 98% completed within 60 calendar days, and 100% completed within 180 calendar days of the original call. SGS will expend 74% of the Air Force Type 2C routine work order historical cost average each month. When that limit is reached, SGS will decline further requests for the remainder of that month and advise the customers that: a) SGS has reached the limit of the Wing's monthly budget; and b) the request may be resubmitted in a subsequent month. (Mod 286)
2.2.1-7	90% of Type 3C work orders shall be completed on or before the original negotiated completion date unless the customer initiates a change to the work. (Mod 232)
2.2.1-8	81% of NASA FSEU scheduled work (man hours) for Type 1 Work Orders shall be expended within the fiscal year in which they were scheduled. (Mod 286)
2.2.1-9 (NEW PS)	80% Completion of Critical and Mission Essential f/s/e/u (as defined in CMDS) for planned maintenance; as described in DRD 2.2-06 (NASA Facility Maintenance Execution Summary), and in accordance with 1.1-12 (Facility Workload Indicators)
2.2.1-10 (NEW PS)	70% Completion of Non-Critical FSEU (as defined in CMDS) for planned maintenance; as described in DRD 2.2-06 (NASA Facility Maintenance Execution Summary), and in accordance with 1.1-12 (Facility Workload Indicators)
2.2.1-12 (NEW PS)	90% of requested Type 3C Work Order ROM estimates shall be within 25% of the Final Design Estimates (FDE). (Mod 232)
2.2.1-13 (NEW PS)	100% Completions of all NFPA code-required maintenance.
2.2.1-15 (NEW PS)	100% of in-work Air Force Type 3C Work Orders shall be resubmitted to the Air Force for continued work approval prior to expending funds beyond the approved FDE level. (Mod 232)
2.2.1-16 (NEW PS)	90% of Type 3C Work Orders shall have actual completion costs less than or equal to the original final design cost estimate, and additional addendum completion costs shall be less than or equal to the original addendum design cost estimate. (Mod 232)
2.2.1-17	No utility damage shall result from contractor failure to properly locate or mark identifiable utility systems.
2.2.2-1	No dumpsters shall be visibly overflowing
2.2.2-2	Reserved
2.2.3-1	Reserved
2.2.3-2	Reserved
2.2.3-3	Reserved
2.2.4-1	Provide response for spills/glass breakage/overflows, and blood-borne pathogen cleaning, within 20 minutes of notification for assistance during normal work hours and within two hours at other times.

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-5

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.3	J-BOSC Tech Exhibit 5.1-501	10/97	Customer Support Function	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-001	12/00	NASA Real Property	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-002	12/00	AF Real Property	205
2.1.2.3.1	J-BOSC Tech Exhibit 2.1.2-001	12/03	Vessel/Systems	205
2.1.2.3.4	J-BOSC Tech Exhibit 2.1.2-002	12/03	Renewal Packages for DOT Exceptions	205
2.1.3.2	J-BOSC Tech Exhibit 2.1.3-001	04/03	KSC Cof F Project Baseline, WBS 2.1.3	205
2.1.4.3	J-BOSC Tech Exhibit 2.1.4-01	08/02	Energy Management Office Periodic Report Requirements	205
2.2.1.1	J-BOSC Tech Exhibit 2.2-017	05/05	On Line Operation Maintenance Engineering User Matrix (OMEU)	286
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/04	Type III Work Orders	217
2.2.1.7	J-BOSC Tech Exhibit 2.2.1.7-01	12/03	KSC Ditch Cleaning	205
2.2.1.8	J-BOSC Tech Exhibit 2.2.1.8	12/03	Pad A&B Slide Wire Area Support Standards	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-801	02/97	Clean Room Services	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-802	09/96	Clean Room Description - NASA	205
2.2.2	J-BOSC Tech Exhibit 5.5-812	06/97	CCAFS Refuse Collection Services	205
2.2.2	J-BOSC Tech Exhibit 5.5-814	07/97	CCAFS Refuse Collection Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-815	10/97	Florida Annex Refuse Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-816	10/97	Florida Annex Refuse Collection Services	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-826	10/97	CCAFS Grounds Areas Map and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 7.0-016	10/97	KSC Grounds Maintenance	232
2.2.2.1	J-BOSC Tech Exhibit 5.5-819	10/97	Florida Annexes Grounds Area and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	12/03	CCAFS Specific Grounds Maintenance Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 2.2.2.1-01	12/03	Road Maintenance Areas of Responsibility for KSC and CCAFS	205
2.2.2.2	J-BOSC Tech Exhibit 2.2.2.2-01	12/03	Air Force Pest Management Plan	205
2.2.4	J-BOSC Tech Exhibit 2.2.4	12/03	Custodial Services	205
2.3	J-BOSC Tech Exhibit 2.3-01	06/04	Completed-One-Time Special Projects for Customers	232
2.3	J-BOSC Tech Exhibit 7.0-127	05/02	CCAFS Water Backflow Prevention Devices	205
3.1.1.15	J-BOSC Tech Exhibit 3.1.1.15-01	09/03	Technical Rescue for Heritage Program	232
3.1.2	J-BOSC Tech Exhibit 3.1.2-01	7/03	KSC Realignment of Security Posture for FY04-08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-02	7/03	45SW/ CCAFS Realignment of Security Posture FY04-FY08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-03	7/03	Baseline Realignment Security Posture Table FY04-08	239

TECHNICAL EXHIBIT LISTING

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

TECHNICAL EXHIBIT 2.2-017
OMEU ON LINE SYSTEM

The OMEU-Electronic On Line System was officially accepted and implemented on 13 March 2003. It was developed as a maintenance management system for all facilities, systems, and equipment for which SGS is assigned the maintenance responsibility. (Reference Statement of Work paragraph 2.2.1.1)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1
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2. AMENDMENT/MODIFICATION NO. 287	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) RECEIVED SGS CONTRACTS
---	---	----------------------------------	---

6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE OPOS	7. ADMINISTERED BY (If other than Item 6) CODE 05 JUN -6 AM 11:19
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001
	10B. DATED (SEE ITEM 13) August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 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: To provide for de-registering REMS tracked Air Force Vehicles provided to SGS as GFE and initiate Contractor tracking of vehicles in their data base. Government will fund the replacement of these vehicles as required. See attached documents for description of changes: Attachment J-1, Statement of Work (added wording to section 3.3.3 and 3.3.3.3); Attachment J-5; ADD Technical Exhibit J5-3.2.2-02. Contractor will sign DD Form 1149 as required to facilitate transfer of GFE.

All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer
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15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>6 June 05</i>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>6 June 05</i>
--	--------------------------------------	---	--------------------------------------

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

- Maintain Air Force vehicles per AFI 24-301, Vehicle Operations;
- Maintain KSC vehicles and equipment in a safe and serviceable condition. Perform recurring periodic maintenance and services in accordance with established inspection intervals and standards;
- Maintain Air Force unregistered vehicles in safe and serviceable condition. Perform recurring periodic maintenance and services in accordance commercial practices and track vehicles in contractor maintained database.
- Collect and enter required maintenance data into the On-line Vehicle Integrated Management System (OLVIMS) and provide data for required reports at CCAFS and PAFB; and
- Perform body repair, corrosion control, rust proofing and painting on CCAFS and PAFB vehicle and equipment fleet.

3.2.2

Vehicle/Railroad Operations and Maintenance

The contractor shall provide vehicle operations and maintenance services as required to support KSC, CCAFS, and PAFB as listed in **Technical Exhibits 7.0-005 and J5-3.2.2.-02**. Vehicle operations and maintenance services at both CCAFS and PAFB shall be provided by a vehicle operations and maintenance branch at each location. The vehicle operations branches shall have dispatch services that provide bus, tractor/trailer, base taxi, wrecker service (PAFB only), and crew van support, MHE services, and a U-Drive-It vehicle fleet. The general purpose vehicle fleet can be GSA leased and maintained. The vehicle operations branch at KSC shall consist primarily of scheduled and unscheduled bus services. Vehicle maintenance shall be performed primarily in Hangar U, Building 1744, CCAFS, Buildings 313, 511, 676 PAFB, Building M6-486, KSC Industrial Area, and K6-1844, Locomotive Maintenance Facility.

Air Force Vehicle Turn-over

3.2.2 Vehicle/Railroad Operations and Maintenance

AF Registered Vehicles to be converted to X-Registered

I+S NSN	Nomenclature	Serial Number	Base	Org Mstr	Org User	Using Activity	REG NUMBER
2320-01-303-3010	TRK WKR HYD TYPE 1 32000	0302230003	CAPE CANAVERAL	NR	JH	CAPE JBOSC	03C00778
2320-01-397-7528	TRK, DIGGER DERRICK MAIN	0302230006	CAPE CANAVERAL	NR	JO	CAPE JBOSC	93C00422
2320-01-462-7879	TRK MAINT HI REACH 70'	0302230007	CAPE CANAVERAL	NR	JO	CAPE JBOSC	01C00028
2320-00-995-5610YW	TRK HI REA 30&59 FT	0302230001	CAPE CANAVERAL	NR	JO	CAPE JBOSC	02C00030
2320-00-486-9951YW	TRK HI REA 100FT/OVER	0301630012	CAPE CANAVERAL	NR	JU	CAPE JBOSC	94C00404
1740-01-068-8945YW	TRAC TOW SUPPORT EQP	0301630011	CAPE CANAVERAL	NR	JK	CAPE JBOSC	01C00272
3810-01-079-8358	CR HYD ACFT 35 THRU 50T	0302330001	CAPE CANAVERAL	NR	JU	CAPE JBOSC	91D00323
3810-00-554-4103	CR SP TM 20&29T	0301630018	CAPE CANAVERAL	NR	JU	CAPE JBOSC	95D00177 95D00178
3810-00-272-9031	CR SP TM 41&65T	0302230016	CAPE CANAVERAL	NR	JU	CAPE JBOSC	01D00103
3810-01-259-9992	CR, HYD TRK MTD 100-150T	0302330002	CAPE CANAVERAL	NR	JU	CAPE JBOSC	98D00028
3810-01-038-8315	CR HYD TRK MTD 60-65 TON	0302230017	CAPE CANAVERAL	NR	JU	CAPE JBOSC	81D00230
3810-01-479-9745	CRANE, RT, 25 TON	0330730004	CAPE CANAVERAL	NR	JU	CAPE JBOSC	88D00743 88D00782
2320-01-344-9282	TRK DP 44500 GVW 6X4	0302230004	CAPE CANAVERAL	NR	JN	CAPE JBOSC	01D00001 84C00138 89C00712
2420-00-113-8984	TRAC WHLD IW70	0307230001	CAPE CANAVERAL	NR	J3	CAPE JBOSC	91D00059
2420-00-113-8984	TRAC WHLD IW70	0302230011	CAPE CANAVERAL	NR	JN	CAPE JBOSC	88D00235 88D00236
2410-00-756-1161	TRAC FTRACD SZ T7	0302230010	CAPE CANAVERAL	NR	JN	CAPE JBOSC	03D00099
3825-01-107-2438	CLNR VAC TM SP MLTPUR AT	0302330004	CAPE CANAVERAL	NR	JN	CAPE JBOSC	02D00276 90D00294
3805-00-148-2169	TRAC W- BACKHOE/LOADER	0301630015	CAPE CANAVERAL	NR	JN	CAPE JBOSC	00D00146 02D00009
3805-01-074-8111	LODR SCP PT 1 1-2 & 2CY	0302230015	CAPE CANAVERAL	NR	JN	CAPE JBOSC	00D00260

								03D00169
								93D00131
3805-00-728-9718	LODR FTRACD 2CY/OVER	0302230013	CAPE CANAVERAL	NR	JN	CAPE JBOSC	88D01014	
3805-01-337-4624	GRADER SIZE 5	0301630016	CAPE CANAVERAL	NR	JN	CAPE JBOSC	90D00181	
3895-00-243-6797	RLR RD TAND 2RL 5&8 TON	0302330005	CAPE CANAVERAL	NR	JN	CAPE JBOSC	01D00167	
3825-00-554-1808	DISTR WTR TRK	0302330003	CAPE CANAVERAL	NR	JN	CAPE JBOSC	91D00196	
2320-00-580-2819	TRK TK WTR-WST 2000GAL	0301630013	CAPE CANAVERAL	NR	JP	CAPE JBOSC	04D00069	
3805-01-058-3562	EXCAV CRWD MTD	0302230014	CAPE CANAVERAL	NR	JN	CAPE JBOSC	90D00574	
3930-01-052-5219	TRK FL DED 6M-6200# PT	0301630020	CAPE CANAVERAL	NR	JP	CAPE JBOSC	86E00612	
3930-01-052-5219	TRK FL DED 6M-6200# PT	0307230009	CAPE CANAVERAL	NR	JO	CAPE JBOSC	86E00392	
3930-01-011-3650	TRK FL DED 15000#	0307230008	CAPE CANAVERAL	NR	J3	CAPE JBOSC	83E00424	
3930-01-011-3650	TRK FL DED 15000#	0302330010	CAPE CANAVERAL	NR	JA	CAPE JBOSC	94E00077	
							91E00463	
							83E00443	
3930-01-011-3650	TRK FL DED 15000#	0307230007	CAPE CANAVERAL	NR	JN	CAPE JBOSC	83E00423	
3930-01-039-6763	TRK FL DED 20000#PT	0301630019	CAPE CANAVERAL	NR	JA	CAPE JBOSC	81E00302	
3930-01-039-6763	TRK FL DED 20000#PT	0302330013	CAPE CANAVERAL	NR	JT	CAPE JBOSC	87E00660	
3930-01-013-0338	TRK FL GED 2M&5999#PT	0307230002	CAPE CANAVERAL	NR	JA	CAPE JBOSC	86E00126	
3930-01-013-0338	TRK FL GED 2M&5999#PT	0302330012	CAPE CANAVERAL	NR	JD	CAPE JBOSC	86E01395	
							94E00692	
							95E00542	
3930-01-013-0338	TRK FL GED 2M&5999#PT	0307230003	CAPE CANAVERAL	NR	JJ	CAPE JBOSC	94E00693	
3930-00-678-2580	TRK FL ELEC 3999# & UNST	0302330007	CAPE CANAVERAL	NR	JD	CAPE JBOSC	95E00331	
3930-01-047-1157	TRK FL ELEC 6M# OV ST	0301630006	CAPE CANAVERAL	NL	NL	CAPE 1 SLS	02E00057	
2330-01-094-0007	STLR 20T 40FT W-CNVR KIT	0302230009	CAPE CANAVERAL	NR	JA	CAPE JBOSC	91E00637	
2320-01-354-4528	TRK WKR 44M&49999G DED	0302230005	CAPE CANAVERAL	NR	JU	CAPE JBOSC	91L00757	
2320-00-639-8969	TRK TK A/S32A-2 DEM WTR	0301630014	CAPE CANAVERAL	NR	JP	CAPE JBOSC	92L00243	
							92L00245	
							92L00246	
1740-00-143-8464YW	TRAC ACFT TWG MB-2	0301630010	CAPE CANAVERAL	NR	JU	CAPE JBOSC	01L00042	
							84L00268	
2320-01-303-3010	TRK WKR HYD TYPE 1 32000	0302230002	PATRICK	NR	J6	JBOSC	95C00124	
1740-01-068-8945YW	TRAC TOW SUPPORT EQP	0301630027	PATRICK	NR	J4	JBOSC	03C00313	
							03C00505	
3930-01-007-0115	TUG WHSE,4K	0307230004	PATRICK	NR	J6	JBOSC	03E00258	
3930-01-007-0115	TUG WHSE,4K	0301630029	PATRICK	NR	JH	CAPE JBOSC	03E00257	
3930-01-052-5219	TRK FL DED 6M-6200# PT	0301630030	PATRICK	NR	J6	JBOSC	89E00167	
3930-01-013-0338	TRK FL GED 2M&5999#PT	0302330011	PATRICK	NR	J6	JBOSC	89E00832	
3950-00-555-5021	CR WHSE DED 10M-19999#	0302330018	PATRICK	NR	J7	JBOSC	93E00175	
3930-00-856-6897CT	TRK FL 10K 463L	0302330008	PATRICK	NR	JA	JBOSC	97E00046	

1. In event contractor provided economic analysis indicates a vehicle replacement is more advantageous to government than repair, 45 SW/LRS Vehicle Functional will instruct contractor to lease similar asset using 45 SW funding for duration of need or contract term, whichever is less
2. Vehicles affected by this property category conversion will continue to be maintained in a safe and serviceable condition. Request for replacement will be forwarded to 45 SW/LRS Vehicle Functional Officer accompanied by an economic analysis of alternatives (repair vs. replace/lease) when repair estimate of keeping a vehicle safe and serviceable exceeds one-time repair allowance. The Vehicle Functional Officer will then make a decision to repair or lease based on recommendations of contractor and 45 SW Functional Area Manager
3. The vehicles in this property category transfer must be changed in On-Line Vehicle Interactive Management System (OLVIMS) from *Registered vehicles* to *Non-registered equipment* (changed to X-registered).
4. Vehicles to be added will be transferred using DD Form 1149 (not required if already transferred at contract initiation), tagged as NASA property and accounted for in contractor maintained database. Contractor will generate required DD Form 1149s for signature (45 SW/LRS, SGS, NASA-KSC Property Administrator TA, and CCSMO CO signature required). 45 SW/LRF will retain right of first refusal for all transferred vehicles' disposition.
5. Vehicles are to remain GFE/GRE. Upon approved determination of obsolescence, vehicle will be disposed of properly IAW Defense Reutilization and Marketing Office procedures.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 XXX

2. AMENDMENT/MODIFICATION NO.

288

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

OPOS

7. ADMINISTERED BY (If other than Item 6)

CODE

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

RECEIVED
SGS CONTRACTS
05 JUN -6 PM 3:01

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-99001

10B. DATED (SEE ITEM 13)

August 21, 1998

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

D. OTHER (Specify type of modification and authority)

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 provide funding to the JBOSC contractor to replace 75% of the light-duty vehicles leased from the General Services Administration (GSA) with Alternative Fuel Vehicles (AFVs) when those vehicles are eligible for replacement in accordance with contract requirements. The requirements are defined in CCR 05-15 for the period of performance of April 1, 2005 through September 30, 2008. The increase for the performance period is \$206,621 (cost), and \$16,530 (fee) for a total increase of \$223,151.

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages.

Also incorporated into the contract are Revised Attachment J-5 Technical Exhibit 3.2.2-01, NPR 6200.1B, and Revised Statement of Work, para. 3.2.2, (all attached).

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

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

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)

6 June 05

Lester S. Howard
(Signature of Contracting Officer)

7 June 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 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 288			
OPTION 1B			
(10/01/04-09/30/05)	\$292,072,418	\$19,102,481	\$311,174,899
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 288	\$8,357	\$669	\$9,026
Total FY05	\$317,976,720	\$19,103,150	\$337,079,870
(10/01/05-09/30/06)	\$259,198,322	\$17,114,604	\$276,312,926
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 288	\$34,160	\$2,733	\$36,893
Total FY06	\$288,334,136	\$17,117,337	\$305,451,473
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	\$611,843,011	\$36,663,059	\$648,506,070
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,038,492,611	\$117,764,717	\$2,156,257,328
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,009,047	\$17,419,179	\$281,428,226
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 288	\$66,744	\$5,339	\$72,083
Total FY07	\$295,943,061	\$17,424,518	\$313,367,579
(10/01/07-9/30/08)	\$270,894,362	\$17,864,501	\$288,758,863
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 288	\$97,360	\$7,789	\$105,149
Total FY08	\$304,440,559	\$17,872,290	\$322,312,849

	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	\$607,770,051	\$35,887,723	\$643,657,774
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,646,262,662	\$153,652,440	\$2,799,915,102
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 253						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 253	\$2,135,150,835	\$1,530,567,345	\$123,462,851	\$1,654,030,196	3/16/2005	
258		\$48,582,926	\$3,886,634	\$52,469,560	5/20/2005	
259	\$19,474,213					
263		\$44,713,894	\$3,577,111.00	\$48,291,005.00	6/23/2005	
265	\$252,217					
267	-\$207,322					
268		\$18,053,960.00	\$1,444,317.00	\$19,498,277.00	7/14/2005	
271	\$115,825					
273	\$121,292					
274	-\$14,865,905					
276		\$22,291,276.00	\$1,783,302.00	\$24,074,578.00	8/7/2005	
277		\$7,757,488.00	\$620,599.00	\$8,378,087.00	8/14/2005	
278	\$315,667					
279	\$340,932					
280	\$820,229					
281	\$14,677,954					
282	\$714,727					
283	-\$699,255					
285		\$9,101,692	\$728,135	\$9,829,827.00		
288	\$45,919					
TOTAL	\$2,156,257,328	\$1,681,068,581	\$135,502,949	\$1,816,571,530		

3.2.2 Vehicle/Railroad Operations and Maintenance

The contractor shall provide vehicle operations and maintenance services as required to support KSC, CCAFS, and PAFB as listed in Technical Exhibit 7.0-005. Vehicle operations and maintenance services at both CCAFS and PAFB shall be provided by a vehicle operations and maintenance branch at each location. The vehicle operations branches shall have dispatch services that provide bus, tractor/trailer, base taxi, wrecker service (PAFB only), and crew van support, MHE services, and a U-Drive-It vehicle fleet. The general purpose vehicle fleet can be GSA leased and maintained. **Alternative Fuel Vehicle acquisitions shall follow schedule matrix in Technical Exhibit J5 3.2.2-01.** The vehicle operations branch at KSC shall consist primarily of scheduled and unscheduled bus services. Vehicle maintenance shall be performed primarily in Hangar U, Building 1744, CCAFS, Buildings 313, 511, 676 PAFB, Building M6-486, KSC Industrial Area, and K6-1844, Locomotive Maintenance Facility.

Alternative Fuel Vehicles Procurement Schedule

3.2.2 Vehicle/Railroad Operations and Maintenance

AREA	FY05	FY06	FY07	FY08
Overhead	0	1	0	0
Engineering	2	2	2	2
Work Control	0	1	1	1
Safety	0	1	1	1
QA	0	1	1	1
Facilities	34	30	21	21
Fire/Security	35	34	34	34
Logistics	8	8	8	8
Propellants/Labs	10	8	4	4
IT	3	3	3	3
Environmental	6	3	3	3
Vehicle Total	98	92	78	78

1. This notional list is to provide acquisition guidance to contractor
2. Quantities in chart may vary due to GSA budget constraints and NASA's priority standing against other GSA customers. Contractor shall procure maximum granted by GSA appropriations.
3. Contractor is only obligated to provide the number of vehicles that GSA will provide under their priority guidelines.

**NPR 6200.1B, NASA Transportation and General Traffic Management
(7/15/2003-7/15/2008)**

3.1.23 Motor Vehicle Compliance to Executive Order 13149 and Energy Policy Act of 1992.

3.1.23.1 Executive Order (E.O. 13149) on Greening the Government Through the Federal Fleet and Transportation Efficiency requires that the Federal Government exercise leadership in the reduction of petroleum consumption through improvements in fleet fuel efficiency and the use of Alternative Fuel Vehicles (AFV) and alternative fuels.

3.1.23.2 Chapter 134 of 42 U.S.C. 13211 titled Energy Policy (EPAAct) provides definition that the term "fleet" "means a group of 20 or more light duty motor vehicles, used primarily in a metropolitan statistical area or consolidated metropolitan statistical area, as established by the Bureau of the Census, with a 1980 population of more than 250,000, that are centrally fueled or capable of being centrally fueled and are owned, operated, leased, or otherwise controlled by a governmental entity." The key requirement of the E.O. is that "each agency operating 20 or more motor vehicles within the United States shall reduce its entire vehicle fleet's annual petroleum consumption by at least 20 percent by the end of FY 2005, compared to FY 1999 petroleum consumption levels."

3.1.23.3 For purposes of this section, Government-owned is inclusive of Government-leased Interagency Fleet Management System (IFMS) vehicles. Part 5 Section 505 of E.O. 13149 cites "Agencies must ensure that all Government-owned, contractor-operated vehicles comply with all applicable goals and other requirements of this order and that these goals and requirements are incorporated into each contractor's management contract."

3.1.23.4 Each Center Transportation Officer (TO) or Transportation Manager (TM) will ensure contractors who operate Government-owned vehicles meet the requirements provided in the National Aeronautics and Space Administration (NASA), compliance strategy dated December 2002. This strategy describes the steps NASA will take in fulfilling the requirements of the EPAAct and E.O. 13149.

3.1.23.5 Center TO's or designated TM's shall review and validate all contractor vehicle requirements as they relate to Government-owned vehicles prior to contract award. These vehicle requirements shall be agreed upon with the procurement request originator or project manager, and provided to the contracting officer as part of the specification or statement of work for incorporation into the solicitation and resulting contract. Annually, TO's or TM's in conjunction with the contractor will hold a vehicle review to validate type and

quantity of all Government-owned, contractor-operated vehicles to ensure proper allocation and utilization of vehicles based on program requirements.

3.1.23.6 Center Procurement Offices, in consultation with the TO/TM and the Request Originator, are responsible for the following: (1) Providing guidance and facilitating acquisition planning with respect to motor vehicle management requirements; (2) ensuring that solicitations and contracts contain the appropriate provisions and FAR clauses to implement energy efficient motor vehicle requirements (FAR Part 11, NFS Parts 1823 and 1851).

3.1.23.7 Procurement request originators are responsible for the following: (1) consulting early on in the procurement process with the appropriate parties (e.g., TO/TM's, contract specialists) to facilitate procurement planning; (2) utilizing statements of work or specifications which include motor vehicle requirements in accordance with this NPR, including explicit numbers and types of vehicles, and GSA sourcing requirements if any; and (3) coordinating with the TO/TM for his or her approval.

3.1.23.8 Should the contractor require additional Government-owned vehicles, the contractor shall coordinate new vehicle acquisition through the Center TO or designated TM and Contracting Officer (CO) for advance approval. Unless the contractor receives written approval from the Center TO or designated TM and the CO, the contractor shall not negotiate directly with GSA to acquire or dispose of any Government-owned vehicle.

3.1.23.9 Contractors who operate Government-owned vehicles shall be required to assemble and report Federal Automotive Statistical Tool (FAST) data annually, not later than October 15 of each calendar year. The contractor shall be responsible for the entry of data directly into FAST. The Center TO or designated TM may elect to enter contractor FAST data in lieu of the contractor for inclusion into their Center's annual report. The Center TO or designated TM shall provide the contractor with the data elements for FAST and provide guidance or interpretation of FAST as required.

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-5

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT LISTING

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

TECHNICAL EXHIBIT LISTING

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
1 _____ 1 _____

2. AMENDMENT/MODIFICATION NO. **289** 3. EFFECTIVE DATE **See Block 16c below** 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

**RECEIVED
SGS CONTRACTS
05 JUN 17 PM 1:31**

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**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

1. ACCOUNTING AND APPROPRIATION DATA (If required) _____

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

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

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 extend the period of performance of the Change Order created by modification number 270 dated 11 March 05. The agreed not-to-exceed amount of \$75,000.00 is unchanged. The period of performance of the UCA is hereby extended through August 1, 2005.

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Lester S. Howard
Contracting Officer**

15B. CONTRACTOR/OFFEROR **Victoria Lockard** 15C. DATE SIGNED **22 June 05** 16B. UNITED STATES OF AMERICA **Lester S. Howard** 16C. DATE SIGNED **23 June 05**
(Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 5 1

2. AMENDMENT/MODIFICATION NO.

290

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

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

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.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

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

This modification increases the contract estimated cost and fee for providing O&M support for the OSB II Facility and to de-scope Temporary trailers located within the vicinity of the OSB II area. The period of performance is from June 22, 2005 through September 30, 2008. The contract estimated cost and fee is increased by \$ 1,516,385(cost) and \$121,311 (fee) for a total increase of \$ 1,637,695.

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages. Also incorporated into the contract are revisions to Attachment J-5, and the OMEU Matrix, (all attached).

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

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

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)

29 June 05

Lester S. Howard
(Signature of Contracting Officer)

30 June 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 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 290			
OPTION 1B			
(10/01/04-09/30/05)	\$292,080,775	\$19,103,150	\$311,183,925
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 290	\$174,873	\$13,977	\$188,850
Total FY05	\$318,151,593	\$19,117,127	\$337,268,720
(10/01/05-09/30/06)	\$259,232,482	\$17,117,337	\$276,349,819
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 290	\$437,989	\$35,039	\$473,028
Total FY06	\$288,772,125	\$17,152,376	\$305,924,501
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	\$612,455,873	\$36,712,075	\$649,167,948
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,039,105,473	\$117,813,733	\$2,156,919,206
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,075,791	\$17,424,518	\$281,500,309
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 290	\$442,924	\$35,434	\$478,358
Total FY07	\$296,385,985	\$17,459,952	\$313,845,937
(10/01/07-9/30/08)	\$270,991,722	\$17,872,290	\$288,864,012
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 290	\$460,598	\$36,848	\$497,446
Total FY08	\$304,901,157	\$17,909,138	\$322,810,295

	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	\$608,673,573	\$35,960,005	\$644,633,578
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,647,779,046	\$153,773,738	\$2,801,552,784
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 253						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 253	\$2,135,150,835	\$1,530,567,345	\$123,462,851	\$1,654,030,196	3/16/2005	
258		\$48,582,926	\$3,886,634	\$52,469,560	5/20/2005	
259	\$19,474,213					
263		\$44,713,894	\$3,577,111.00	\$48,291,005.00	6/23/2005	
265	\$252,217					
267	-\$207,322					
268		\$18,053,960.00	\$1,444,317.00	\$19,498,277.00	7/14/2005	
271	\$115,825					
273	\$121,292					
274	-\$14,865,905					
276		\$22,291,276.00	\$1,783,302.00	\$24,074,578.00	8/7/2005	
277		\$7,757,488.00	\$620,599.00	\$8,378,087.00	8/14/2005	
278	\$315,667					
279	\$340,932					
280	\$820,229					
281	\$14,677,954					
282	\$714,727					
283	-\$699,255					
285		\$9,101,692	\$728,135	\$9,829,827.00	8/19/2005	
288	\$45,919					
290	\$661,878					
TOTAL	\$2,156,919,206	\$1,681,068,581	\$135,502,949	\$1,816,571,530		

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-5

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.3	J-BOSC Tech Exhibit 5.1-501	10/97	Customer Support Function	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-001	12/00	NASA Real Property	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-002	12/00	AF Real Property	205
2.1.2.3.1	J-BOSC Tech Exhibit 2.1.2-001	12/03	Vessel/Systems	205
2.1.2.3.4	J-BOSC Tech Exhibit 2.1.2-002	12/03	Renewal Packages for DOT Exceptions	205
2.1.3.2	J-BOSC Tech Exhibit 2.1.3-001	04/03	KSC Cof F Project Baseline, WBS 2.1.3	205
2.1.4.3	J-BOSC Tech Exhibit 2.1.4-01	08/02	Energy Management Office Periodic Report Requirements	205
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/04	Type III Work Orders	217
2.2.1.7	J-BOSC Tech Exhibit 2.2.1.7-01	12/03	KSC Ditch Cleaning	205
2.2.1.8	J-BOSC Tech Exhibit 2.2.1.8	12/03	Pad A&B Slide Wire Area Support Standards	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-801	02/97	Clean Room Services	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-802	09/96	Clean Room Description - NASA	205
2.2.2	J-BOSC Tech Exhibit 5.5-812	06/97	CCAFS Refuse Collection Services	205
2.2.2	J-BOSC Tech Exhibit 5.5-814	07/97	CCAFS Refuse Collection Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-815	10/97	Florida Annex Refuse Sites and Schedules	205
2.2.2	J-BOSC Tech Exhibit 5.5-816	10/97	Florida Annex Refuse Collection Services	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-826	10/97	CCAFS Grounds Areas Map and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 7.0-016	06/05	KSC Grounds Maintenance	290
2.2.2.1	J-BOSC Tech Exhibit 5.5-819	10/97	Florida Annexes Grounds Area and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	12/03	CCAFS Specific Grounds Maintenance Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 2.2.2.1-01	12/03	Road Maintenance Areas of Responsibility for KSC and CCAFS	205
2.2.2.2	J-BOSC Tech Exhibit 2.2.2.2-01	12/03	Air Force Pest Management Plan	205
2.2.4	J-BOSC Tech Exhibit 2.2.4	06/05	Custodial Services	290
2.3	J-BOSC Tech Exhibit 2.3-01	06/04	Completed-One-Time Special Projects for Customers	232
2.3	J-BOSC Tech Exhibit 7.0-127	05/02	CCAFS Water Backflow Prevention Devices	205
3.1.1.15	J-BOSC Tech Exhibit 3.1.1.15-01	09/03	Technical Rescue for Heritage Program	232
3.1.2	J-BOSC Tech Exhibit 3.1.2-01	7/03	KSC Realignment of Security Posture for FY04-08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-02	7/03	45SW/ CCAFS Realignment of Security Posture FY04-FY08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-03	7/03	Baseline Realignment Security Posture Table FY04-08	239

TECHNICAL EXHIBIT LISTING

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

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	MEE	Remarks
K6-1200C	VAB MODULAR OFFICE BUILDING	AC	POWER, K6-1200C VAB MODULAR OFF BLDG LV	L	L	USA	L	N	N		Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
K6-1200C	VAB MODULAR OFFICE BUILDING	AC	POWER, K6-1200C VAB MODULAR OFF BLDG HV	E	E	SGS	C	N	Y		
K6-1200C	VAB MODULAR OFFICE BUILDING	FA	FIRE ALARM, K6-1200C VAB MODULAR OFF BLD	E	E	SGS	X	N	Y		
K6-1200C	VAB MODULAR OFFICE BUILDING	HV	HVAC, K6-1200C VAB MODULAR COMPLEX C	L	L	USA	L	N	N		
K6-1200C	VAB MODULAR OFFICE BUILDING	SR	STRUCTURE, K6-1200C VAB MODULAR OFFICE B	E	E	SGS	X	N	N		
K6-1200C	VAB MODULAR OFFICE BUILDING	SS	SANITATION/SEWAGE, K6-1200C	E	E	SGS	X	N	N		

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	MEE	Remarks
K6-1200G	VAB MODULAR OFFICE BUILDING	AC	POWER, K6-1200G VAB MODULAR OFF BLDG LV	L	L	USA	L	N	N		Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
K6-1200G	VAB MODULAR OFFICE BUILDING	AC	POWER, K6-1200G VAB MODULAR OFF BLDG HV	E	E	SGS	C	N	Y		
K6-1200G	VAB MODULAR OFFICE BUILDING	FA	FIRE ALARM, K6-1200G VAB MODULAR OFF BLD	E	E	SGS	X	N	Y		
K6-1200G	VAB MODULAR OFFICE BUILDING	HV	HVAC, K6-1200G VAB MODULAR COMPLEX G	L	L	USA	C	N	N		
K6-1200G	VAB MODULAR OFFICE BUILDING	SR	STRUCTURE, K6-1200G VAB MODULAR OFFICE B	E	E	SGS	X	N	N		
K6-1200G	VAB MODULAR OFFICE BUILDING	SS	SANITATION/SEWAGE, K6-1200G VAB MOD BLDG	E	E	SGS	X	N	N		
K6-1200G	VAB MODULAR OFFICE BUILDING	WP	POTABLE WATER, K6-1200G MOD OFF BLDG.	E	E	SGS	X	N	N		

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	MEE	Remarks
K6-1200H	VAB MODULAR OFFICE BUILDING	AC	POWER, K6-1200H VAB MODULAR OFF BLDG LV	L	L	USA	L	N	N		Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
K6-1200H	VAB MODULAR OFFICE BUILDING	AC	POWER, K6-1200H VAB MODULAR OFF BLDG HV	E	E	SGS	C	N	Y		
K6-1200H	VAB MODULAR OFFICE BUILDING	AI	COMPRESSED AIR, K6-1200H COMPLEX H	L	L	USA	L	N	N		
K6-1200H	VAB MODULAR OFFICE BUILDING	FA	FIRE ALARM, K6-1200H VAB MODULAR OFF BLD	E	E	SGS	X	N	Y		
K6-1200H	VAB MODULAR OFFICE BUILDING	HV	HVAC, K6-1200H VAB MODULAR COMPLEX H	L	L	USA	C	N	N		
K6-1200H	VAB MODULAR OFFICE BUILDING	SR	STRUCTURE, K6-1200H VAB MODULAR OFFICE B	E	E	SGS	L	N	N		
K6-1200H	VAB MODULAR OFFICE BUILDING	SS	SANITATION/SEWAGE, K6-1200H	E	E	SGS	L	N	N		
K6-1200H	VAB MODULAR OFFICE BUILDING	WP	POTABLE WATER, K6-1200H MOD OFF BLDG.	E	E	SGS	L	N	N		

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
K6-1200I	TEMPORARY BUILDING #14	AC	POWER, K6-1200I TEMPORARY BLDG #14 LV	L	L	USA	L	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
K6-1200I	TEMPORARY BUILDING #14	FA	FIRE ALARM, K6-1200I TEMP BLDG #14	E	E	SGS	X	N	Y	
K6-1200I	TEMPORARY BUILDING #14	HV	HVAC, K6-1200I TEMPORARY BUILDING #14	L	L	USA	C	N	N	
K6-1200I	TEMPORARY BUILDING #14	SR	STRUCTURE, K6-1200I TEMPORARY BLDG #14	E	E	SGS	L	N	N	

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
K6-1200J	TEMPORARY BUILDING #13 (BOXCARS)	AC	POWER, K6-1200J TEMPORARY BLDG #13 LV	L	L	USA	L	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
K6-1200J	TEMPORARY BUILDING #13 (BOXCARS)	FA	FIRE ALARM, K6-1200J VAB MODULAR OFFICE	E	E	SGS	X	N	Y	ADDED PER OMD UPDATE 902352
K6-1200J	TEMPORARY BUILDING #13 (BOXCARS)	HV	HVAC, K6-1200J TEMPORARY BUILDING #13	L	L	USA	C	N	N	
K6-1200J	TEMPORARY BUILDING #13 (BOXCARS)	SR	STRUCTURE, K6-1200J TEMPORARY BLDG #13	E	E	SGS	L	N	N	40B

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
K6-1249	OPERATIONS SUPPORT BUILDING II	AC	POWER, TEMPORARY HOUSING FOR OSB II, LV			NASA		N	N	Facility/systems in contract as 22 June 05 under CCR 04-39
K6-1249	OPERATIONS SUPPORT BUILDING II	AC	POWER, K6-1249 OSB II HV	E	E	E	USA	N	Y	SGS HAS RESP TO SECONDARY BUSHING AT SUBSTATION
K6-1249	OPERATIONS SUPPORT BUILDING II	AC	POWER, K6-1249 OSB II LV	E	E	E	USA	N	N	LOW VOLTAGE POWER FOR DOCK LEVELER ONLY.
K6-1249	OPERATIONS SUPPORT BUILDING II	AC	POWER, K6-1249 OSB II LV	U S A	U S A	USA	USA	N	N	*NIC CCR 04-39 TBD* WON 10043816 PENDING T/O REC. 8/20/04. PCN 97123/NAS10-03023 PENDING T/O REC.
K6-1249	OPERATIONS SUPPORT BUILDING II	AI	COMPRESSED AIR, K6-1249 OSB II	U S A	U S A	USA	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	EQ	EQUIPMENT, K6-1249 OSB II	U S A	U S A	USA	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	EV	ELEVATOR, K6-1249 OSB-II	U S A	U S A	USA	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	FA	FIRE ALARM, K6-1249 OSB II	E	E	E	USA	N	Y	
K6-1249	OPERATIONS SUPPORT BUILDING II	FG	GROUNDING, K6-1249 OSB II	E	E	E	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	HV	HVAC, CHILLED WATER, K6-1249 OSB II	E	E	E	USA	N	N	SGS HAS RESP. TO ISOLATION VALVES
K6-1249	OPERATIONS SUPPORT BUILDING II	HV	HVAC, K6-1249 OSB II	U S A	U S A	USA	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	HY	DOCK LEVELER, K6-1249 OSB II	E	E	E	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	LU	LTG PROT, K6-1249 OSB II	E	E	E	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	PR	DOOR, K6-1249 OSB-II, POWERED	E	E	E	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	SC	FIRE SUPPRESSION, DRYCHEM K6-1249 OSB II	E	E	E	USA	N	Y	
K6-1249	OPERATIONS SUPPORT BUILDING II	SC	FIRE SUPPRESSION, ANSUL, K6-1249 OSB II	E	E	E	USA	N	Y	
K6-1249	OPERATIONS SUPPORT BUILDING II	SR	STRUCTURE, K6-1249 OSB II	E	E	E	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	SS	SANITATION/SEWAGE, K6-1249 OSB II	E	E	E	USA	N	N	SGS RESP INCLUDES IRRIGATION SYSTEM & Lift Station
K6-1249	OPERATIONS SUPPORT BUILDING II	SY	FIRE SPRINKLER, WET PIPE, K6-1249 OSB II	E	E	E	USA	N	Y	
K6-1249	OPERATIONS SUPPORT BUILDING II	TN	TANK, K6-1249 OSB II	E	E	E	USA	N	N	
K6-1249	OPERATIONS SUPPORT BUILDING II	UC	NATURAL GAS, K6-1249 OSB II	E	E	E	USA	N	Y	
K6-1249	OPERATIONS SUPPORT BUILDING II	WP	POTABLE WATER, K6-1249 OSB II	E	E	E	USA	N	N	

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
TR1-0487	TEMPORARY BUILDING	SR	STRUCTURE, TR1-0487 KING'S CUSTOM	E	E	SGS	X	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
TR6-0103	TRAILER	AC	POWER, TR6-0103, MOD. OFFICE TRAILER LV	D	D	NASA	D	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
TR6-0103	TRAILER	FA	FIRE ALARM, TR6-0103, MOD. OFFICE TRLR	E	E	SGS	X	N	Y	
TR6-0103	TRAILER	HV	HVAC, TR6-0103, MOD. OFFICE TRAILER	X	X	NASA	X	N	N	
TR6-0103	TRAILER	SR	STRUCTURE, TR6-0103, MOD. OFFICE TRAILER	E	E	SGS	X	N	N	
TR6-0103	TRAILER	WP	POTABLE WATER, TR6-0103, MOD. OFF. TRLR	E	E	SGS	X	N	N	

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
TR6-0105	TRAILER, RESTROOM	AC	POWER, TR6-0105, RESTROOM TRAILER LV	X	X	NASA	X	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
TR6-0105	TRAILER, RESTROOM	FA	FIRE ALARM, TR6-0105, RESTROOM TRAILER	X	X	NASA	X	N	Y	
TR6-0105	TRAILER, RESTROOM	HV	HVAC, TR6-0105, RESTROOM TRAILER	X	X	NASA	X	N	N	
TR6-0105	TRAILER, RESTROOM	SR	STRUCTURE, TR6-0105, RESTROOM TRAILER	X	X	NASA	X	N	N	
TR6-0105	TRAILER, RESTROOM	SS	SANITATION/SEWAGE, TR6-0105, RESTROOM	E	E	SGS	X	N	N	
TR6-0105	TRAILER, RESTROOM	WP	POTABLE WATER, TR6-0105, RESTROOM TRAILR	E	E	SGS	X	N	N	

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
TR6-0106	TRAILER	AC	POWER, TR6-0106, MOD. OFFICE TRAILER LV	X	X	NASA	X	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
TR6-0106	TRAILER	FA	FIRE ALARM, TR6-0106, MOD. OFFICE TRLR	E	E	SGS	X	N	Y	
TR6-0106	TRAILER	HV	HVAC, TR6-0106, MOD. OFFICE TRAILER	X	X	NASA	X	N	N	
TR6-0106	TRAILER	SR	STRUCTURE, TR6-0106, MOD. OFFICE TRAILER	E	E	SGS	X	N	N	
TR6-0106	TRAILER	SS	SANITATION/SEWAGE, TR6-0106 OFF TRAILER	E	E	SGS	X	N	N	
TR6-0106	TRAILER	SY	FIRE SPRINKLER, TR6-0106 MOD. OFFICE TRL	E	E	SGS	X	N	Y	
TR6-0106	TRAILER	WP	POTABLE WATER, TR6-0106, MOD. OFF. TRLR.	E	E	SGS	X	N	N	

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	MEE	Remarks
TR6-0107	TRAILER	AC	POWER, TR6-0107, MOD. OFFICE TRAILER LV	X	X	NASA	X	N	N		Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
TR6-0107	TRAILER	FA	FIRE ALARM, TR6-0107, MOD. OFFICE TRLR	E	E	SGS	X	N	Y		
TR6-0107	TRAILER	HV	HVAC, TR6-0107, MOD. OFFICE TRAILER	X	X	NASA	X	N	N		
TR6-0107	TRAILER	SR	STRUCTURE, TR6-0107, MOD. OFFICE TRAILER	E	E	SGS	X	N	N		
TR6-0107	TRAILER	WP	POTABLE WATER, TR6-0107, MOD. OFF. TRLR	E	E	SGS	X	N	N		

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
TR6-0108	TRAILER	AC	POWER, TR6-0108, MOD. OFFICE TRAILER LV	X	X	NASA	X	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
TR6-0108	TRAILER	FA	FIRE ALARM, TR6-0108, MOD. OFFICE TRLR	E	E	SGS	X	N	Y	
TR6-0108	TRAILER	HV	HVAC, TR6-0108, MOD. OFFICE TRAILER	X	X	NASA	X	N	N	
TR6-0108	TRAILER	SR	STRUCTURE, TR6-0108, MOD. OFFICE TRAILER	E	E	SGS	X	N	N	
TR6-0108	TRAILER	WP	POTABLE WATER, TR6-0108, MOD. OFF. TRLR	E	E	SGS	X	N	N	

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	Remarks
TRM-0019	TEMPORARY BUILDING #36	AC	POWER, TRM019 TEMPORARY BLDG #36 LV	L	L	SGS	L	N	N	Bldg to be demolished and deleted from contract/OMEU Matrix as of September 1, 2005
TRM-0019	TEMPORARY BUILDING #36	FA	FIRE ALARM, TRM-019 TEMP BLDG. #36	E	E	SGS	X	N	Y	
TRM-0019	TEMPORARY BUILDING #36	FG	GROUNDING, TRM019 TEMPORARY BLDG #36	E	E	SGS	L	N	N	
TRM-0019	TEMPORARY BUILDING #36	HV	HVAC, TRM019 TEMPORARY BUILDING #36	L	L	USA	L	N	N	
TRM-0019	TEMPORARY BUILDING #36	LU	LTG PROT, TRM019 TEMPORARY BLDG #36	E	E	SGS	L	N	N	
TRM-0019	TEMPORARY BUILDING #36	PA	PAGING & AREA WARNING, TRM-019 TEMP BLDG	E	E	SGS	X	N	N	
TRM-0019	TEMPORARY BUILDING #36	SR	STRUCTURE, TRM019 TEMPORARY BLDG #36	E	E	SGS	L	N	N	
TRM-0019	TEMPORARY BUILDING #36	SS	SANITATION/SEWAGE, TRM019 TEMPORARY #36	E	E	SGS	L	N	N	
TRM-0019	TEMPORARY BUILDING #36	WP	POTABLE WATER, TRM019 TEMPORARY BLDG #36	E	E	SGS	L	N	N	

Operation Support Building II, K6-1249 Operation Maintenance and End User (OMEU)

CCR: 04-39
JON: NINSTITL

1. SGS O&M

1.1 Buildings and Structures - Reference drawing 79K35697

- 1.1.1. Exterior Envelope
- 1.1.2. Roof
- 1.1.3. Structure
- 1.1.4. Walls
- 1.1.5. Doors
 - 1.1.5.1. Personnel Doors
 - 1.1.5.2. Automatic Entrance Doors
 - 1.1.5.3. Powered Rollup Doors
 - 1.1.5.4. Entrance Mats

1.2.Roads and Grounds - Reference drawing 79K35697

- 1.2.1. Roads and Parking
- 1.2.2. Truck Unloading Dock
- 1.2.3. Cover Drive-Through Drop Off Entrance
- 1.2.4. Landscaping: OSB II will have much more landscaping than normal; see drawing 79K35697 sheets 37 and 38

1.3.HVAC:

- 1.3.1. Chilled Water - From Utility Annex to building side of isolation valve flange - reference drawing 79K35697 sheet 26 and 178 (SGS owns the valves)
- 1.3.2. Refrigerators and freezers on floors 1 through 5 – Break room equipment number #34 shown on drawing 79K35697 sheets 107, 109, 111, 113. Kitchen items 2, 20, 21, 22, 24 and 41 shown on drawing 79K35697 sheet 329. Waiter Station equipment numbers WS-01 and WS-12 shown on drawing 79K35697 sheet 329.

1.4.Plumbing:

- 1.4.1. Potable – Cold, hot water and pump - reference drawing 79K35697 sheets 210-230
- 1.4.2. Plumbing – Toilets, sinks and mop basins
- 1.4.3. Non-Potable - Landscape irrigation system - reference drawing 79K35697 sheets 37-38

1.5.Sanitary Sewer:

- 1.5.1. Gravity - Reference drawing 79K35697 sheets 210-230
- 1.5.2. Grease Traps – Reference drawing 79K35697 sheet 211 – The kitchen is the only room that drains into the two 900 gallon grease traps which are located outside

the building. A change order is being issued to provide an asphalt driveway so a truck can back up to the tanks.

1.5.3. Acid Neutralizing Tanks – Reference drawing 79K35697 sheets 210, 211 and 229

1.6 Natural Gas

From the City Gas meter next to the building to the 5th floor Catering Kitchen

1.7 Power

Medium voltage up to line side of secondary transformer bushings. Reference drawing 79K35697 sheets 18 and 231-297. The power and communications duct banks are being installed under “Upgrade Power and Communications Duct Bank Capacity, LC-39 Area,” PCN 97369 reference drawings 79K35383 and 79K35763.

1.8 Lightning Protection and Facility Grounding

Reference drawing 79K35697 sheets 267-268, 265-266, 285 and 335

1.9 Fire Detection

1.9.1 Simplex Detection – Reference drawing 79K35697 sheets 275-284

1.9.2 Manual Natural Gas Shutoff Valve

1.9.3 Central Fire Monitoring. Reference SON-00330431 for design of color graphics

1.10 Fire Suppression

1.10.1 Wet pipe and dry pipe sprinkler system, reference drawing 79K35697 sheets 352-358

1.10.2 Catering Kitchen Ansul – Reference drawing 79K35697 sheet 359 and 361

1.10.3 Firex pump – Reference drawing 79K35697 sheet 352

1.11 Fire – Misc.

1.11.1 Fire extinguishers – SGS to provide as part of the base contract, see the Fire Extinguisher Cabinets (FEC), located on drawing 79K35697 sheets 53-68

1.11.2 Fire inspection

1.12 KCCS – Reference SON-00330431

1.12.1 HVAC on/off – This is being shared with USA – for more information, call Jade Rymkos/PH-J

1.12.2 Medium voltage – This is being shared with USA -- On-Off control should be no, call Chris Iannello/ PH-J for specifics. Power meters will be monitored by PH-J.

1.12.3 Lift Station Control

1.13. Janitorial

OSB II does not have any science laboratories or clean rooms. SGS will need to clean the entire building – except for the 6 special training rooms on the first floor and 1 breakroom which belongs to another cleaning subcontractor.

There will be an office for the janitorial staff (drawing 79K35697 sheet 133). Each floor has a janitorial room. See drawing 79K35697 room 1116 on sheet 133, room 2116 on sheet 134, 3116 on sheet 135, room 4116 on sheet 136 and 5116 on sheet 137. Enlarged floor plans of these rooms are shown on sheets 67 and 68 detail 1.

- 1.13.1 Cleaning
 - 1.13.1.1 Trash removal
 - 1.13.1.1.1 Office – weekly
 - 1.13.1.1.2 Garbage – empty trash cans in the break rooms, janitor closets, conference rooms, entrances/exits, lobby, kitchen and waiter stations daily.
 - 1.13.1.2 Recycling – Paper and cardboard
 - 1.13.1.3 Observation Deck Washing – Quarterly washing of 10,400 sq. ft. of tile
 - 1.13.1.4 Window Sills – As needed
- 1.13.2 Dumpsters
 - 1.13.2.1 3 dumpsters emptied weekly (three has been proposed, but there is only enough space for two according to Mr. Minderman)
- 1.13.3 Trash Bins – These need to be provided for all, kitchen, lobby, building entrance doors, loading dock and common areas. Desk, bathrooms and break rooms will be provided by the construction contractor. See drawing 79K35697 sheet 91 details 2 and 5.
- 1.13.4 Recycle Paper Collection Trays – This is for each desktop. SGS will empty common bins
- 1.13.5 Cigarette Disposal Bins at Building Entrances and Smoking Gazebo – waste can to be provided by construction contractor.
- 1.13.6 Pest Control – structure: IAW current requirements for other facilities, for catering kitchen: twice per month

1.14 Special Cleaning – This section will be exclusive to OSBII

- 1.14.1 Conference Center Carpeting – Carpet vacuuming once per week; carpet cleaning twice per year
- 1.14.4. 1.14.5 Blinds – Clean Mission Conference Room motorized roll-up dual shade shown on drawing 79K35697, sheets 61 and 78, detail 2.
- 1.14.6 Kitchen
 - 1.14.6.1 Floor – Clean quarry tile quarterly
 - 1.14.6.2 Walls – Clean fiberglass reinforced panel (FRP) semi-annually
 - 1.14.6.3 Ceiling – Clean vinyl ceiling tiles and track semi-annually
- 1.14.7 Waiter Station
 - 1.14.7.1 Floor – Clean vinyl composite tile (VCT) quarterly
 - 1.14.7.2 Walls – Clean fiberglass reinforced panel (FRP) semi-annually
 - 1.14.7.3 Ceiling – Not required
- 1.14.8 Kitchen Grease Hood Exhaust Duct – Semi-annual cleaning. Reference drawing 79K35697, sheet 360.

1.15 Kitchen Equipment

Reference drawing 79K35697 sheets 359-364

1.15.1 Catering Kitchen Equipment and Grease Fume Hood/ Exhaust Fan

1.15.2 Waiter Station

1.16 Locksmith

Core building according to USA requirements - OSB II construction contractor will provide BEST 7-pin cores according to specifications 79K35698 section 08711 paragraph 2.4 – The OSB II construction contractor will provide the cores. There will be no electronic cyphers. The number and type of locks can be found by counting each door type shown on drawing 79K35697 sheets 53 – 64 and specification 79K35698 section 08711 Hardware Schedule paragraph 3.6. The master plan and schedule for locks will be provided by USA under CPA KSC-392, PID A0072131AR. Contact: Bob Arrington (861-3501).

1.17 Security

1.18 GIS Real Property and Space Utilization

1.19 Environmental

1.19.1 Occupational Health

1.19.2 Industrial Hygiene

1.19.3 Environmental Management (storm water treatment system is already in CCR 02-076)

1.20 Mail

1.21 Paper Shredding...This service is provided by a NASA KSC vendor that was not procured by SGS.

4 bins per floor

2. LIFT STATION

Interim Turnover has occurred. This proposal should include O&M. (Cost & Pricing will include actuals through time of proposal submission – provide WON(s)).

3. DESCOPE

Descope the following temporary facilities as of October 31, 2005 (total of 118,036 sq. ft.):

- K6-1200C, F, G, H, I, J (trailer K6-1200F has been demolished)
- TR6-103, 104, 105, 106, 107, 108
- TR1-487
- TRM-019

4. OPERATIONAL MAINTENANCE DOCUMENTATION

- Initial Spaces
- Initial Training
- PMIs
- OMIs
- Spare Parts Analysis

- Configuration Drawings

5. O&M PERIOD OF PERFORMANCE

Activation Start Date: June 22, 2005

Phase In: 1 Floor per Week

Staff Move In: September 1, 2005 through October 31, 2005

J-BOSC Tech Exhibit 7.0-016

KSC GROUNDS MAINTENANCE

- a. Change the wording on the VAB AREA (Chart D) to read as follows:
Grounds between Chart numbers 1 and 27, East of Kennedy Parkway North are to be kept mowed between 4” and 8”. Chart numbers 27 through 30, and all other areas of this chart (EXCEPT for the Kennedy Parkway which must be kept between 4” and 8”) are to be kept between 4” and 15”. Back slopes on Kennedy Parkway that carry water all year can be kept between 4” and 24”.

- b. Change the wording on the CONTRACTOR’S ROAD AREA (Chart E) to read as follows:
All areas on this chart are to be kept between 4” and 15”. Maintain existing firebreak mowed between 4” and 8” from Facility K6-2197 to Instrumentation Road.

- c. Change the wording on the KSC INDUSTRIAL AREA (Chart H) to read as follows:
NASA Causeway West, NASA Parkway East, Kennedy Parkway South, and the area bounded by First Street, NASA Parkway, A Avenue, and F Avenue, to be kept between 4” and 8”.
All other mowed areas kept cut to between 4” and 15”. Exception, Between 1st St. and 2nd ST., from A ave. through F ave. to be kept mowed between 2.5” and 4.5”.

- d. Add Space Commerce Way roads & grounds support. Support will include the following: 1. Mowing: Frequency has been established based on customer’s requirements of two times per month during growing season (6 months) and once per month during the dormant season (6 months). 2 Herbicide Application: The area that requires herbiciding has 500,028 ft2 of canal area and 60,000 ft2 of pond area. 3. Sign Maintenance: There are an estimated total of 28 signs along the Space Commerce Way. 4. Erosion Control: Provide erosion control to road shoulders, head walls and berm areas. Additionally there are ten (10) storm water control structures, which require visual inspections. 5. Low Voltage Electrical Support: Support to lighting system and maintenance to low voltage electrical systems and poles.

- e. New SERPL Facility (M6-1025) Roads & Grounds maintenance. SGS will be responsible for maintaining all grounds and associated landscaped areas as well as parking lots, roads and all other paved areas inside the fence of the facility. Task includes mowing, fertilizing, edging, landscape maintenance, shrub bed mulching, tree trimming, application of herbicides, road and parking lot maintenance and erosion control. Mowing shall be done weekly during growing season and twice a month during the dormant season.

f. Jerome Borrow Pit: Contractor to provide maintenance to perimeter fence and gates. Maintain the access road to the borrow pit interior road surface, mow vegetation along fence line and interior road shoulders. Maintain and clear debris on the portion of the ditch around the wetland area inside the perimeter fence line.

g. New OSB II facility (K6-1249) Roads & Grounds maintenance. SGS will be responsible for maintaining all grounds and associated landscaped areas as well as parking lots, roads and all other paved areas related to this new facility. Task includes mowing, fertilizing, edging, landscape maintenance, shrub bed mulching, tree trimming, application of herbicides, road and parking lot maintenance and erosion control. Mowing shall be accomplished in accordance with 2.2.2-2, improved area.

2.2.2-1	90% of the dumpsters no more than three-quarters full. No dumpster so full that doors can not be fully closed
2.2.2-2 KSC	Maintain Grass Height: <ul style="list-style-type: none"> • Improved: 3.5 to 6.5 inches • Semi-Improved A: 4 to 15 inches • Semi-Improved B: 4 to 24 inches • Road Shoulders: 4 to 8 inches
2.2.2-3 KSC	Fertilize: <ul style="list-style-type: none"> • All Areas: Spring & Fall
2.2.2-4 KSC	Monoculture of Grassed Areas: <ul style="list-style-type: none"> • Semiannually
2.2.2-5 KSC	Herbicide: <ul style="list-style-type: none"> • Quarterly
2.2.2-6 KSC	Edging: <ul style="list-style-type: none"> • Improved Grounds: Monthly (Spring & Summer)/Quarterly (Fall & Winter) • All Other Areas: Quarterly
2.2.2-7 KSC	Cleaning, replenishing Rock and Applying Herbicides: <ul style="list-style-type: none"> • Semiannually
2.2.2-8 KSC	Cleaning Plant Beds, fertilizing, mulching, and trimming shrubs <ul style="list-style-type: none"> • Annually
2.2.2-9 KSC	Animal carcasses cleared from roadway within 4 hours of notification

TECHNICAL EXHIBIT 2.2.4
JANITORIAL DATA OUT

SPBLDINF_CODE	SPBLDROM_CODE	FC Name	FC Class Of Space	FC User	FC Area	Added	Deleted	Cleaned By	NC	Daily	EOD	Weekly C	Bi_Weekly T	Monthly T	Quarterly C	Quarterly T	Annually C	Annually T
K6-1298	117A	MISSION SUPPORT BLDG.	OFFICES	USA-56600	104			Yes	1									
K6-1298	117B	MISSION SUPPORT BLDG.	LABORATORY	USA-56600	180			Yes	1									
K6-1298	118	MISSION SUPPORT BLDG.	OFFICES	USA-56600	0			Yes	1									
K6-1298	120	MISSION SUPPORT BLDG.	OFFICES	USA-56630	217			Yes		1		1					1	
K6-1249		OSB II	OFFICES	USA-						1		1		1				1
K6-1345		VAB GAS STATION																
K6-1346	100	PNEUMATICS SHOP	SHOP/INDUSTRY	USA-56420	4667			Yes	1									
K6-1346	101	PNEUMATICS SHOP	SHOP/INDUSTRY	USA-56420	753			Yes	1									
K6-1346	102	PNEUMATICS SHOP	OFFICES	USA-56120	254			Yes		1		1					1	
K6-1346	103	PNEUMATICS SHOP	EXCLUDED SPACE					Yes	1									
K6-1346	104	PNEUMATICS SHOP	EXCLUDED SPACE					Yes	1									
K6-1346	105	PNEUMATICS SHOP						Yes	1									
K6-1347	100	HAZARDOUS WASTE STAGING S	STORAGE	USA	386			Yes	1									
K6-1347A		HAZ WASTE STG BLDG/PORTABLE																
K6-1348	100	OPERATIONS SUPPORT BUILDING																
K6-1348	104	OPERATIONS SUPPORT BUILDING																
K6-1348	106	OPERATIONS SUPPORT BUILDING																
K6-1348	3401V	OPERATIONS SUPPORT BUILDING		USA-55350	0			Yes	1									
K6-1396	100	HAZARDOUS WASTE STAGING S	STORAGE	USA	386			Yes	1									
K6-1397	100	PAINT SHOP	SHOP/INDUSTRY	USA-56600	2002			Yes	1									
K6-1397	100A	PAINT SHOP	STORAGE	USA-56600	323			Yes	1									
K6-1397	100B	PAINT SHOP	MISC INSTALL	USA-56600	203			Yes	1									
K6-1397	100C	PAINT SHOP	EXCLUDED SPACE					Yes	1									
K6-1397	100D	PAINT SHOP	STORAGE	USA-56600	173			Yes	1									
K6-1397	101	PAINT SHOP	SHOP/INDUSTRY	USA-56600	759			Yes	1									
K6-1397	102	PAINT SHOP	SHOP/INDUSTRY	USA-56600	1070			Yes	1									
K6-1397	102A	PAINT SHOP	OFFICES	USA-56600	114			Yes	1									
K6-1397	200	PAINT SHOP	STORAGE	USA-56600	173			Yes	1									
K6-1446	100	GENERATOR OPERATIONS SHOP	OFFICES	SGS-1423	355			Yes		1		1					1	
K6-1446	100A	GENERATOR OPERATIONS SHOP	EXCLUDED SPACE					Yes	1									
K6-1446	100B	GENERATOR OPERATIONS SHOP																
K6-1446	100C	GENERATOR OPERATIONS SHOP																
K6-1446	100D	GENERATOR OPERATIONS SHOP																
K6-1446	102	GENERATOR OPERATIONS SHOP	EXCLUDED SPACE					Yes	1									
K6-1446	103	GENERATOR OPERATIONS SHOP	MISC INSTALL	SGS-3632	442			Yes	1									
K6-1446	104	GENERATOR OPERATIONS SHOP	SHOP/INDUSTRY	SGS-3331	2356			Yes	1						1			
K6-1446	105	GENERATOR OPERATIONS SHOP	MISC INSTALL	SGS-5113	891			Yes	1									
K6-1446	106	GENERATOR OPERATIONS SHOP	SHOP/INDUSTRY	SGS-3331	314			Yes	1									
K6-1446A	1002	SHOP & STORAGE BUILDING	EXCLUDED SPACE					Yes		1		1						1
K6-1446A	1003	SHOP & STORAGE BUILDING	LABORATORY	IDI-8010	370.9907			Yes		1							1	
K6-1446A	1003A	SHOP & STORAGE BUILDING	STORAGE	IDI-8010	107.8968			Yes		1		1						1
K6-1446A	1003B1	SHOP & STORAGE BUILDING	OFFICES	IDI-8010	164.9388			Yes	1									
K6-1446A	1003B2	SHOP & STORAGE BUILDING	OFFICES	IDI-8010	162.6787			Yes	1									
K6-1446A	1004	SHOP & STORAGE BUILDING	EXCLUDED SPACE					Yes	1									
K6-1446A	1006	SHOP & STORAGE BUILDING	EXCLUDED SPACE					Yes	1									
K6-1446A	1009	SHOP & STORAGE BUILDING	STORAGE	SGS-3632	559			Yes		1		1						1
K6-1446A	1009A	SHOP & STORAGE BUILDING	MISC INSTALL	SGS-3630	467			Yes	1						1			
K6-1446A	1010	SHOP & STORAGE BUILDING	OFFICES	IDI-8010	1822			Yes		1							1	
K6-1446A	1010A	SHOP & STORAGE BUILDING	OFFICES	SGS-3630	125			Yes		1								1
K6-1446A	1010B	SHOP & STORAGE BUILDING	OFFICES	SGS-3630	108			Yes		1								1
K6-1446A	1010C	SHOP & STORAGE BUILDING	OFFICES	SGS-3630	80.6895			Yes	1									
K6-1446A	1010E	SHOP & STORAGE BUILDING	EXCLUDED SPACE					Yes	1									
K6-1446A	1010F	SHOP & STORAGE BUILDING	OFFICES	SGS-3630	75.114			Yes	1									
K6-1446A	1010G	SHOP & STORAGE BUILDING	OFFICES	SGS-3630	72.526			Yes	1									

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 291
3. EFFECTIVE DATE 16c.
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

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

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- 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 [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of \$36,315,998. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 5 October 2005.
This change revises Article G-2, as shown on the attached page.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Bryce D. Collins
Contracting Officer
16B. UNITED STATES OF AMERICA
BY
(Signature of Contracting Officer)
16C. DATE SIGNED
6/23/2005

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 253						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 253	\$2,135,150,835	\$1,530,567,345	\$123,462,851	\$1,654,030,196	3/16/2005	
258		\$48,582,926	\$3,886,634	\$52,469,560	5/20/2005	
259	\$19,474,213					
263		\$44,713,894	\$3,577,111.00	\$48,291,005.00	6/23/2005	
265	\$252,217					
267	-\$207,322					
268		\$18,053,960.00	\$1,444,317.00	\$19,498,277.00	7/14/2005	
271	\$115,825					
273	\$121,292					
274	-\$14,865,905					
276		\$22,291,276.00	\$1,783,302.00	\$24,074,578.00	8/7/2005	
277		\$7,757,488.00	\$620,599.00	\$8,378,087.00	8/14/2005	
278	\$315,667					
279	\$340,932					
280	\$820,229					
281	\$14,677,954					
282	\$714,727					
283	-\$699,255					
285		\$9,101,692	\$728,135	\$9,829,827.00	8/19/2005	
288	\$45,919					
290	\$661,878					
291		\$33,625,924	\$2,690,074	\$36,315,998.00	10/5/2005	
TOTAL	\$2,156,919,206	\$1,714,694,505	\$138,193,023	\$1,852,887,528		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO. 292	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	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.

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

This modification increases the contract estimated cost and fee to incorporate Operations and Maintenance (O&M) requirements for the NASA Training Facility and associated systems. The period of performance is from July 1, 2005 through September 30, 2008. The contract estimated cost and fee is increased by \$ 228,472 (cost) and \$ 18,278 (fee) for a total increase of \$ 246,749.

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages. Also incorporated into the contract Technical Exhibits for Custodial and Grounds Maintenance (Attachment J-5), attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>6 July 05</i>
16B. UNITED STATES OF AMERICA <i>Lester S. Howard</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>6 July 05</i>

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 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA			
(10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA			
(10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 292			
OPTION 1B			
(10/01/04-09/30/05)	\$292,255,648	\$19,117,127	\$311,372,775
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 292	\$16,468	\$1,317	\$17,785
Total FY05	\$318,168,061	\$19,118,444	\$337,286,505
(10/01/05-09/30/06)	\$259,670,471	\$17,152,376	\$276,822,847
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 292	\$67,840	\$5,427	\$73,267
Total FY06	\$288,839,965	\$17,157,803	\$305,997,768
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	\$612,540,181	\$36,718,819	\$649,259,000
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,039,189,781	\$117,820,477	\$2,157,010,258
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,518,715	\$17,459,952	\$281,978,667
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 292	\$70,646	\$5,652	\$76,298
Total FY07	\$296,456,631	\$17,465,604	\$313,922,235
(10/01/07-9/30/08)	\$271,452,320	\$17,909,138	\$289,361,458
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 292	\$73,517	\$5,881	\$79,398
Total FY08	\$304,974,674	\$17,915,019	\$322,889,693

	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	\$608,817,736	\$35,971,538	\$644,789,274
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,648,007,517	\$153,792,015	\$2,801,799,532
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
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268		\$18,053,960.00	\$1,444,317.00	\$19,498,277.00	7/14/2005	
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273	\$121,292					
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281	\$14,677,954					
282	\$714,727					
283	-\$699,255					
285		\$9,101,692	\$728,135	\$9,829,827.00	8/19/2005	
288	\$45,919					
290	\$661,878					
291		\$33,625,924	\$2,690,074	\$36,315,998.00	6/23/2005	
292	\$91,052					
TOTAL	\$2,157,010,258	\$1,714,694,505	\$138,193,023	\$1,852,887,528		

J-BOSC Tech Exhibit 7.0-016

KSC GROUNDS MAINTENANCE

- a. Change the wording on the VAB AREA (Chart D) to read as follows:
Grounds between Chart numbers 1 and 27, East of Kennedy Parkway North are to be kept mowed between 4” and 8”. Chart numbers 27 through 30, and all other areas of this chart (EXCEPT for the Kennedy Parkway which must be kept between 4” and 8”) are to be kept between 4” and 15”. Back slopes on Kennedy Parkway that carry water all year can be kept between 4” and 24”.

- b. Change the wording on the CONTRACTOR’S ROAD AREA (Chart E) to read as follows:
All areas on this chart are to be kept between 4” and 15”. Maintain existing firebreak mowed between 4” and 8” from Facility K6-2197 to Instrumentation Road.

- c. Change the wording on the KSC INDUSTRIAL AREA (Chart H) to read as follows:
NASA Causeway West, NASA Parkway East, Kennedy Parkway South, and the area bounded by First Street, NASA Parkway, A Avenue, and F Avenue, to be kept between 4” and 8”.
All other mowed areas kept cut to between 4” and 15”. Exception, Between 1st St. and 2nd ST., from A ave. through F ave. to be kept mowed between 2.5” and 4.5”.

- d. Add Space Commerce Way roads & grounds support. Support will include the following: 1. Mowing: Frequency has been established based on customer’s requirements of two times per month during growing season (6 months) and once per month during the dormant season (6 months). 2 Herbicide Application: The area that requires herbiciding has 500,028 ft2 of canal area and 60,000 ft2 of pond area. 3. Sign Maintenance: There are an estimated total of 28 signs along the Space Commerce Way. 4. Erosion Control: Provide erosion control to road shoulders, head walls and berm areas. Additionally there are ten (10) storm water control structures, which require visual inspections. 5. Low Voltage Electrical Support: Support to lighting system and maintenance to low voltage electrical systems and poles.

- e. New SERPL Facility (M6-1025) Roads & Grounds maintenance. SGS will be responsible for maintaining all grounds and associated landscaped areas as well as parking lots, roads and all other paved areas inside the fence of the facility. Task includes mowing, fertilizing, edging, landscape maintenance, shrub bed mulching, tree trimming, application of herbicides, road and parking lot maintenance and erosion control. Mowing shall be done weekly during growing season and twice a month during the dormant season.

f. Jerome Borrow Pit: Contractor to provide maintenance to perimeter fence and gates. Maintain the access road to the borrow pit interior road surface, mow vegetation along fence line and interior road shoulders. Maintain and clear debris on the portion of the ditch around the wetland area inside the perimeter fence line.

g. New NASA Training Facility (M6-0570) Roads & Grounds maintenance. SGS will be responsible for maintaining all grounds and associated landscaped areas as well as parking lots and side walks adjacent to the facility. Task includes mowing, fertilizing, edging, landscape maintenance, shrub bed mulching, tree trimming, application of herbicides, side walk and parking lot maintenance and erosion control. Scrubs, trees and plants shall be maintained three times per year. Mowing will extend 75 feet from the building on the South, East and West and extend from the building to the parking lot on the North. Mowing shall be treated as an improved area.

2.2.2-1	90% of the dumpsters no more than three-quarters full. No dumpster so full that doors can not be fully closed
2.2.2-2 KSC	Maintain Grass Height: <ul style="list-style-type: none"> • Improved: 3.5 to 6.5 inches • Semi-Improved A: 4 to 15 inches • Semi-Improved B: 4 to 24 inches • Road Shoulders: 4 to 8 inches
2.2.2-3 KSC	Fertilize: <ul style="list-style-type: none"> • All Areas: Spring & Fall
2.2.2-4 KSC	Monoculture of Grassed Areas: <ul style="list-style-type: none"> • Semiannually
2.2.2-5 KSC	Herbicide: <ul style="list-style-type: none"> • Quarterly
2.2.2-6 KSC	Edging: <ul style="list-style-type: none"> • Improved Grounds: Monthly (Spring & Summer)/Quarterly (Fall & Winter) • All Other Areas: Quarterly
2.2.2-7 KSC	Cleaning, replenishing Rock and Applying Herbicides: <ul style="list-style-type: none"> • Semiannually
2.2.2-8 KSC	Cleaning Plant Beds, fertilizing, mulching, and trimming shrubs <ul style="list-style-type: none"> • Annually
2.2.2-9 KSC	Animal carcasses cleared from roadway within 4 hours of notification

SPBLDINF_CODE	FC Name	FC Class Of Space	FC User	FC Area	Cleaned By	EOD	Annually C	Annually T
M6-0506	ROADS & GROUNDS MAINTENANCE	STORAGE	DNPS	263	Yes			
M6-0534	HEAVY EQUIPMENT WASH	SHOP/INDUSTRY	SGS	381	Yes			
M6-0536	LUMBER STORAGE	STORAGE	SGS	865	Yes			
M6-0536A	POL BLDG.							
M6-0536A	POL BLDG.							
M6-0537	STORAGE & SALVAGE OFFICE	MISC INSTALL	SGS-5111	93	Yes			
M6-0539	STORAGE SHED	STORAGE	USA-5263	4663	Yes			
M6-0553	MAINTENANCE BUILDING /	OFFICES	DNPS	0	Yes	1	1	
M6-0553	MAINTENANCE BUILDING /	OFFICES	JCWS-DNF	0	Yes			
M6-0553	MAINTENANCE BUILDING /	VIC	JCWS-DNF	0	Yes			
M6-0553	MAINTENANCE BUILDING /	VIC	JCWS-DNF	0	Yes			
M6-0553	MAINTENANCE BUILDING /	VIC	JCWS-DNF	0	Yes			
M6-0556	STORAGE BUILDING	STORAGE	DNPS	4294	Yes			
M6-0570	NASA TRAINING FACILITY	TRAINING/OFFICE	NASA	6,600	YES	1	1	1
M6-0584	POL	STORAGE	SGS	472	Yes			
M6-0584	POL	STORAGE	SGS	474	Yes			
M6-0584	POL	STORAGE	SGS	477	Yes			
M6-0584	POL	STORAGE	SGS	471	Yes			
M6-0586	PROOF LOAD TEST STRUCTURE							
M6-0587	HEAVY EQUIP MAINTENANCE	SHOP/INDUSTRY	SGS	1200	Yes			
M6-0587	HEAVY EQUIP MAINTENANCE	MISC INSTALL	SGS	209	Yes	1		1
M6-0587	HEAVY EQUIP MAINTENANCE	MISC INSTALL	SGS-3312	448	Yes			
M6-0587	HEAVY EQUIP MAINTENANCE	OFFICES	SGS	166	Yes	1	1	
M6-0587	HEAVY EQUIP MAINTENANCE	STORAGE	SGS	1359	Yes			
M6-0587	HEAVY EQUIP MAINTENANCE	STORAGE	SGS-3312	687	Yes			

NASA Training Facility
M6-0570

Fac #	Name	Sub	System	O	M	EN	US	CRI	CON	MEE	Remarks	PMN	Baseline	WUC	Remarks
M6-0570	EDUCATION FACILITY	SR	STRUCTURE, M6-0570 KENNEDY LEARNING INST	X	X	SGS	D	N	N		PCN 97451 PENDING T/O REC.	K62-2279	505.11	LOFSR80000	
M6-0570	EDUCATION FACILITY	SS	SANITATION/SEWAGE, M6-0570 KENNEDY LRN	X	X	SGS	D	N	N		INST. PCN 97451 PENDING T/O REC.	K62-2281	501.10	LOFSS80000	
M6-0570	EDUCATION FACILITY	WP	POTABLE WATER, M6-0570 KENNEDY LRN INST.	X	X	SGS	D	N	N		PCN 97451 PENDING T/O REC.	K62-2282	500.40	LOFWP80000	
M6-0570	EDUCATION FACILITY	AC	POWER, M6-0570 KENNEDY LEARNING INST. LV	X	X	SGS	D	N	N		PCN 97451 PENDING T/O REC.	K62-2283	353.05	LOFAC80000	
M6-0570	EDUCATION FACILITY	HV	HVAC, M6-0570 KENNEDY LEARNING INSTITUTE	X	X	SGS	D	N	N		PCN 97451 PENDING T/O REC.	K62-2284	500.05	LOFHV80000	
M6-0570	EDUCATION FACILITY	FA	FIRE ALARM, M6-0570 KENNEDY LEARN INST.	X	X	SGS	D	N	Y		PCN 97451 PENDING T/O REC.	K62-2285	355.00	LOFFA80000	
M6-0570	EDUCATION FACILITY	SY	FIRE SPRINKLER, M6-0570 KENNEDY LRN INST	X	X	SGS	D	N	Y		PCN 97451 PENDING T/O REC.	K62-2286	495.50	LOFSY80000	
M6-0570	EDUCATION FACILITY	LU	LTG PROT, M6-0570 KENNEDY LEARNING INST.	X	X	SGS	D	N	N		PCN 97451 PENDING T/O REC.	K62-2287	360.11	LOFLU80000	
M6-0570	EDUCATION FACILITY	FG	GROUNDING, M6-0570 KENNEDY LEARNING INST	X	X	SGS	D	N	N		PCN 97451 PENDING T/O REC.	K62-2288	360.10	LOFFG80000	
M6-0570	EDUCATION FACILITY	AC	POWER, M6-0570 KENNEDY LEARNING INST. HV	X	X	SGS	D	N	Y		PCN 97451 PENDING T/O REC.	K62-3033	353.00	LOFAC1000	
M6-0570	EDUCATION FACILITY	SS	SANITATION/SEWAGE, M6-0570 KENNEDY LRN	X	X	SGS	D	N	N		INSTITUTE (LIFT STATION) PCN 97451 PENDING T/O REC.	K62-3154	501.10	LOFSSL000	
M6-0570	EDUCATION FACILITY	SC	FIRE SUPPRESSION, M6-0570 KNDY LRN INST.		X	SGS	D	N	Y		(ANSUL) PCN 97451 PENDING T/O REC.	K62-3155	360.02	LOFSCANS00	
M6-0570	EDUCATION FACILITY		DISH WASHER		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		GARBAGE DISPOSAL		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		GROUND IMPRVMTS and LANDSCAPING	X	X	SGS	D	N	N		NOT AN OMEU ITEM, R&G DATABASE	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		HURRICANE SHUTTERS	X	X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		ICE MAKER WITH SMALL REFRIGERATOR		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		LANDSCAPE IRRIGATION SYSTEM	X	X	SGS	D	N	N		NOT AN OMEU ITEM, R&G DATABASE	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		MICROWAVE		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		REFRIGERATOR		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		STOVE TOP EXHAUST HOOD		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		STOVE WITH OVEN		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY		WATER HEATER		X	SGS	D	N	N		NOT AN OMEU ITEM, MAXIMO	N/A	N/A	N/A	
M6-0570	EDUCATION FACILITY	PA	PAGING AND AREA WARNING SYSTEM	X	X	KICS	D	N	N		KICS WILL HAVE TO INPUT TO OMEU	TBD	TBD	TBD	
M6-0570	EDUCATION FACILITY	CS	VOICE AND DATA COMMUNICATIONS SYSTEM	X	X	KICS	D	N	N		KICS WILL HAVE TO INPUT TO OMEU	TBD	TBD	TBD	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 293		3. EFFECTIVE DATE April 1, 2005		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) OPOS			

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, CHANGES - COST REIMBURSEMENT (AUG 1987); FAR 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1998) - ALTERNATE II (MAR 1996)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to incorporate the following no-cost changes:

- Revise Article H-14 and Section J, Attachment J-11:
 - Small Business, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (4/1/05-9/30/05).
- Revise Section J, Attachment J-1:
 - WBS 2.2.2.1 Roads and Grounds, Lines of Sight (LOS) which revises Section J-5, Technical Exhibit 5.5-827
 - WBS 3.1.2.4, Law Enforcement, Modify Make-up of the Special Deputy Advisory Selection Group (ASG)
- Revise Section J, Attachment J-2:
 - Modify DRD 1.1-11, Report and Review, Replacement of Government Furnished Property, preparation instructions block 8.

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 <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>20 July 05</i>	16B. UNITED STATES OF AMERICA <i>Linda M Adams</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>21 July 05</i>

J-BOSC TECHNICAL EXHIBIT 5.5-827

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

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

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>
04/01/05 - 09/30/05	(Mod 293)

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)

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-11

SUBCONTRACTING PLAN

Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (4/1/05 – 9/30/05)

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 April 1, 2005 through September 30, 2005.**

- 1) The total estimated dollar value of this contract period is **\$160M.**
- 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 **\$78.75M.**
- 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: **73.1%** 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: **37.6%** 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: **15.2%** 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: **\$57.6M**
 - b) Total dollars planned to be subcontracted to Small Disadvantaged Business concerns: **\$29.6M**. This dollar amount is included in the amount shown under 4(a) above as a subset.
 - c) Total dollars planned to be subcontracted exclusively to Women-Owned Small Business concerns: **\$12.0M**. 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)	\$160,000,000.00		
Total Subcontracted Dollars	\$79,450,000.00		
Small business spending	\$57,600,000.00	36%	73.1%
Small Disadvantaged	\$29,600,000.00	18.5%	37.6%
Woman owned (WO)	\$12,000,000.00	7.5%	15.2-%
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:

//original signed by//

//original signed by//

 Victoria Lockard
 Director, SGS Contracts

 William Sample
 President, SGS

Date: 4/19/05

Date: 4/22/05

2.2.2.1 Roads and Grounds. The contractor shall:

- Perform operations, maintenance, and engineering (O/M/E) on all roads, airfields, parking lots, pavement, and bridges on KSC and CCAFS, including marking and street sweeping;
- Provide engineering to analyze and make recommendations for road rehabilitation contracts. Contractor shall sweep, vacuum, and maintain the concrete SLF and Skid Strip runway and parking aprons, and the SLF tow-way to K6-894 (OM) and K6-848 (VAB) to maintain an environment that is free of foreign object debris (FOD) and ready for Orbiter landing and towing operations;
- Provide annual inspections of all paved roadways to identify areas that require repair following the guidance of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book, May 2002); and
- Provide the annual inspection results, within 30 working days following the annual inspection, to the CCSMO.
- The contractor shall provide roads maintenance at KSC, CCAFS, and the Florida Annexes following the guidance in paragraph 10 of the Florida Department of Transportation Green Book. This shall include inspection and maintenance of pavement and shoulders, with particular emphasis on maintaining shoulders flush with the pavement, and debris removal from the pavement, shoulders, and roadside clear zones. The contractor shall provide operator coverage 24 hrs per day, 7 days a week for the NASA Causeway (Indian River) and Haulover Canal drawbridges and shall operate the NASA Causeway (Banana River) drawbridge and Jay-Jay Railroad Bridge on an on-call basis. Roads maintenance areas of responsibility for KSC and CCAFS are listed in Technical Exhibit 2.2.2.1-01. The contractor shall be responsible for all areas of Florida Annexes.

The contractor shall provide grounds and landscape maintenance for KSC, CCAFS, and the Florida Annexes as listed in Technical Exhibits 5.5-826, 7.0-016, and 2.2.2.3A. Contractor responsibilities shall include: grass mowing, edging or trimming; eliminating weeds; applying fertilizer; maintaining the landscaping; cleaning up debris; watering; and maintaining the watering system. Maintenance of high visibility landscaped areas shall be done at least four times a year in the following areas: KSC HQ building, SSPF, O&C, CIF, BOB, M6-336, OSB1, E&O, and two times a year in the following areas: VAB Press Site, PCC, M6-493, OHF, K6-1547. Other landscape areas to include tree trimming as specified in Technical Exhibits 5.5-826, 7.0-016, and 2.2.2.3A are expected to be done at least once a year. (Mod 269) **(Mod 293)**

The contractor shall operate and maintain Government Furnished Equipment (GFE) provided for Roads and Grounds support and listed under the NASA Equipment Management System database. Operators shall be properly licensed and equipment shall be maintained in safe and reliable condition.

The contractor shall maintain a vegetation height of nine (9) inches or less on areas on either side of the KSC railroad tracks at three locations. The vegetation adjacent to the tracks to 25 feet away is maintained by another party and is not the responsibility of the contractor. The areas are generally of a rectangular shape on both sides of the tracks as follows:

Roberts Road Area – Located just east of KSC Gate 2C. The length of the rectangles from “blue sign to blue sign” is 800 feet on both sides of the tracks. The width of the rectangles

begins at 25 feet from the track centerline and extends to 125 feet away from the track centerline on either side.

Suspect Siding Area – Located southeast of KSC Gate 4 on State Road 3. The length of the rectangles is from the far west end of the railroad spur for a distance of 800 feet to the east on both sides of the tracks. The width of the rectangle begins at 25 feet from the track centerline to 145 feet away from the track centerline on either side.

RPSF Area – Located about 525 feet east from the southeast corner of the RPSF facility. The length of the rectangles is from 525 feet east from the southeast corner of the RPSF fence for a distance of 800 feet to the east along the length of the track on either side. The width of the rectangles begins at 25 feet from the track centerline to 50 feet away from the track centerline on either side.

The contractor shall maintain a designated Memorial Tree Planting Area east of the Headquarters Building. Preferred trees to be used in the Memorial Tree Planting Area are Live Oak, Cherry Laurel and Magnolia. This task includes pruning trees, shrubs, and hedges and removing the cuttings, replacing grass sod, and removing stumps and dead plants. The contractor shall maintain grass, shrubs, and trees in a healthy green color.

The contractor shall maintain existing “cleared” Lines of Sight (LOS), fence lines and utility corridors in conformance with Technical Exhibit 5.5-827. Contractor is expected to maintain approximately 250 acres of LOS and 450 acres of utility corridors under this contract. LOD includes Range, Public Affairs (VIP/press site views) and navigational Aid Range Markers. The contractor shall also provide initial clearing of LOS, fence lines and utility corridors as Type 3C projects. **(Mod 293)**

2.2.2.2 Pest Control. The contractor shall provide pest control services associated to structures, on a trouble call basis, for KSC, CCAFS, and the Florida Annexes facilities listed in the O/M/E/U Matrix where contractor maintenance responsibilities include structures. The contractor shall develop and implement a pest control program. All buildings, facilities, and outside work areas shall be inspected and sprayed at a frequency necessary to prevent damage to structures and control pests that may affect health and morale. The contractor shall provide monthly inspections and treatment, as needed, to all food preparation and service areas of KSC and CCAFS. Food preparation and service areas include the ITL Warehouse cafeteria, E&L Shoppette, Cape Main Cafeteria, and Green House Navy Cafeteria at CCAFS. For KSC food preparation and service areas, included are areas located at O&C, SSPF, HQ, CIF, ARF, MFF, OSB, LCC, Conference Center, Lackmann Warehouse, and USA Logistics.

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-5

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.3	J-BOSC Tech Exhibit 5.1-501	10/97	Customer Support Function	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-001	12/00	NASA Real Property	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-002	12/00	AF Real Property	205
2.1.2.3.1	J-BOSC Tech Exhibit 2.1.2-001	12/03	Vessel/Systems	205
2.1.2.3.4	J-BOSC Tech Exhibit 2.1.2-002	12/03	Renewal Packages for DOT Exceptions	205
2.1.3.2	J-BOSC Tech Exhibit 2.1.3-001	04/03	KSC Cof F Project Baseline, WBS 2.1.3	205
2.1.4.3	J-BOSC Tech Exhibit 2.1.4-01	08/02	Energy Management Office Periodic Report Requirements	205
2.2.1.1	J-BOSC Tech Exhibit 2.2-017	05/05	On Line Operation Maintenance Engineering User Matrix (OMEU)	286
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/04	Type III Work Orders	217
2.2.1.7	J-BOSC Tech Exhibit 2.2.1.7-01	12/03	KSC Ditch Cleaning	205
2.2.1.8	J-BOSC Tech Exhibit 2.2.1.8	12/03	Pad A&B Slide Wire Area Support Standards	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-801	02/97	Clean Room Services	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-802	09/96	Clean Room Description - NASA	205
2.2.2	J-BOSC Tech Exhibit 2.2.2.3A	12/04	Florida Annexes Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3B	12/04	CCAFS Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3C	12/04	KSC Refuse Collection Sites and Frequencies	269
2.2.2.1	J-BOSC Tech Exhibit 5.5-826	10/97	CCAFS Grounds Areas Map and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 7.0-016	10/97	KSC Grounds Maintenance	232
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	12/03	CCAFS Specific Grounds Maintenance Requirements	293
2.2.2.1	J-BOSC Tech Exhibit 2.2.2.1-01	12/03	Road Maintenance Areas of Responsibility for KSC and CCAFS	205
2.2.2.2	J-BOSC Tech Exhibit 2.2.2.2-01	12/03	Air Force Pest Management Plan	205
2.2.4	J-BOSC Tech Exhibit 2.2.4	12/03	Custodial Services	205
2.3	J-BOSC Tech Exhibit 2.3-01	06/04	Completed-One-Time Special Projects for Customers	232
2.3	J-BOSC Tech Exhibit 2.3-02	04/05	Security Support for New Horizon Mission	280
2.3	J-BOSC Tech Exhibit 2.3-03	01/05	Health Physics Services Support for New Horizon Mission	280
2.3	J-BOSC Tech Exhibit 7.0-127	05/02	CCAFS Water Backflow Prevention Devices	205
3.1.1.15	J-BOSC Tech Exhibit 3.1.1.15-01	09/03	Technical Rescue for Heritage Program	232
3.1.2	J-BOSC Tech Exhibit 3.1.2-01	7/03	KSC Realignment of Security Posture for FY04-08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-02	7/03	45SW/ CCAFS Realignment of Security Posture FY04-FY08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-03	7/03	Baseline Realignment Security Posture Table FY04-08	239

TECHNICAL EXHIBIT LISTING

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

3.1.2.4 Law Enforcement. The contract security police force as a whole, shall provide Law Enforcement (LE) in support of institutional and user requirements and develop operating and post instructions and procedures to support the function. Contractor responsibilities shall be to protect human life, government assets, high-value property, and conduct motor vehicle traffic management enforcement.

KSC Brevard County Sheriff Office (BCSO) Special Deputies shall be selected by an Advisory Selection Group (ASG). The ASG will consist of one member from the BCSO, and one member from KSC Protective Services and Safeguards Office (PS & SO). The contract service provider security Chief of Police shall provide nominee packages to the ASG. The ASG will refer qualified candidates through the Chief of the PSSO for final approval and submission to the Brevard County Sheriff. KSC special deputies shall serve for a one-year period, predicated on work performance. Prior to the end of the one-year selection period the ASG will reconfirm special deputies for additional one-year periods. If a special deputy is not reselected they shall be considered for non-special deputy duties within the contractor workforce. (Mod 232) **(Mod 293)**

Additionally, the contractor shall from among its security police workforce provide a cadre of contractor security officers appointed as Brevard County Sheriff Office (BCSO) Special Deputies (as allocated by the Sheriff and partnered with KSC Protective Service Office) to provide KSC local and State Law enforcement services. These services are in addition to their primary duties as contractor security officers. The contractor should request sufficient BCSO Special Deputies to support a minimum of two KSC Emergency Response Team officers on each shift and all investigators shall be BCSO Special Deputies.

DATA REQUIREMENTS LIST		
DRL NUMBER:		REVISION (MOD 293)
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	Revised MOD 293
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 __ MOD 293_____					A. ITEM NO. 1.1-11
B. LINE ITEM TITLE: WBS 1.1, Management and Control					
C. OPR. CCSMO	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. SA	G. INITIAL SUB. 31 Oct 02	H. AS OF DATE 180/30
J. REMARKS: Negotiated as a consideration in the Contract Baseline modification. Reports and reviews shall be submitted/conducted semi-annually. Data shall be submitted no later than 31 Oct and 30 Apr each fiscal. Reviews shall be conducted within 2 weeks of data submittal. Type "D" electronic versions shall be compatible with Microsoft Office.					
K. DISTRIBUTION					TOTALS
					NO.
					TYPE
CCSMO Business Office (1D), Integration Office (1D), and Contracting Office (1D)					4
TA-E1 Property Specialist (1D)					
DATA REQUIREMENT DESCRIPTION					
1. TITLE Report and Review, Replacement of Government Furnished Property				2. NUMBER 1.1-11	
3. USE To assess contractor's progress in systematically phasing out Government-furnished property during the contract base and option periods. To identify and assess any risks in utilization of property beyond its reasonable life. To gain insight into the condition of Government-furnished property.				4. DATE 08-01-2002	
				5. ORGANIZATION CCSMO	
7. INTERRELATIONSHIP				6. REFERENCES	
8. PREPARATION INFORMATION Provide a summary report based on item 4 data and develop a replacement schedule for future years. This information shall be sufficient to support approvals required by Article H-9, paragraph D. Data shall include but not be limited to, the following data: <ol style="list-style-type: none"> 1. Total cumulative GFE tagged equipment value and number of line items by fiscal year (NEMS data) as of September 30 (for the Oct 31 submission) or March 31 (for the April 30 submission). 2. Total contractor acquired capitalized equipment value and number of line items by fiscal year. 3. Total contractor acquired non-capitalized equipment value and number of line items by fiscal year. 4. Listings of J-BOSC most significant equipment requirements by major functional area, as well as a consolidated overall J-BOSC listing. Listings for each equipment item to include: priority, WBS, Customer, nomenclature, condition of item to be replaced, cost of replacement, risk of not replacing, status of replacement action, CFE or GFE, needed replacement date, work around until replaced. 5. Line item inventory of capital equipment purchased since contract start to include: item descriptor, in service date, purchase price, depreciation method, useful life, WBS, fund source, age, current year depreciation, accumulated depreciation, net book value. 6. Line item inventory of GSA vehicles utilized to include: vehicle type, year, model, J-BOSC organization utilizing. 7. Line item inventory of non-capital equipment purchased during the current fiscal year to include: acquisition date, cost, item nomenclature, manufacturer, federal stock class. 8. Listing of equipment items leased or rented during the current fiscal year to include: equipment type, period of lease or rent, annual cost. 					
KSC FORM 16-246 (REV. 1/82) COMPUTER GENERATED					

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. 294
3. EFFECTIVE DATE See Block 16c below
4. REQUISITION/PURCHASE REQ. NO. _____
15. PROJECT NO. (If applicable) _____

RECEIVED
SGS CONTRACTS
63 JUL 19 AM 10:20

6. ISSUED BY CODE OPOS
John F. Kennedy Space Center, NASA
Procurement Office
Kennedy Space Center, FL 32899
7. ADMINISTERED BY (If other than Item 6) CODE AM 10:20

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

CODE _____ FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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 extend the period of performance of the Change Order created by modification number 270 dated 11 March 05. The agreed not-to-exceed amount of \$75,000.00 is unchanged. The period of performance of the UCA is hereby extended through 30 September, 2005.

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 295		3. EFFECTIVE DATE See Block 16c below		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.						
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.					
X	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 type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to correct clerical errors on the cover sheet of Modifications #290 and #292. The corrections are as follows:						
a. Modification 290, first paragraph of SF 30, Block #14; Change (cost) from \$1,516,385 to read \$1,516,384; Change (fee) from \$121,311 to read \$121,298; Change (total Increase from \$1,637,695 to read \$1,637,682. b. Modification 292, first paragraph of SF 30, Block #14; Change (cost) from \$228,472 to read \$228,471; Change (fee) from \$18,278 to read \$18,277; Change (total increase) from \$246,749 to read \$246,748.						
These are administrative corrections due to clerical error and do not effect negotiated costs or fee on contract. Articles B-3, B-4, and G-2 are not changed and reflect correct data. All other terms and conditions of Modifications 290 and 292 remain unchanged.						
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 19 July 05		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED 19 July 05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGE
1

2. AMENDMENT/MODIFICATION NO. 296
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

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

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
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 [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of \$14,389,453. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through 20 October 2005.

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

DUPLICATE ORIGINAL

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Bryce D. Collins
Contracting Officer
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
BY (Signature of Contracting Officer)
16C. DATE SIGNED
7/28/2005
(Signature of person authorized to sign)

ARTICLE G-2		CONTRACT FUNDING				
Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:						
The below table is created with the beginning values based on modification 253						
<u>As of MOD</u>	<u>Contract Value</u>	<u>Funded Cost</u>	<u>Funded Fee</u>	<u>Total Funded Cost/Fee</u>	<u>ADEQUATE THROUGH</u>	
Subtotal as of Mod 253	\$2,135,150,835	\$1,530,567,345	\$123,462,851	\$1,654,030,196	3/16/2005	
258		\$48,582,926	\$3,886,634	\$52,469,560	5/20/2005	
259	\$19,474,213					
263		\$44,713,894	\$3,577,111.00	\$48,291,005.00	6/23/2005	
265	\$252,217					
267	-\$207,322					
268		\$18,053,960.00	\$1,444,317.00	\$19,498,277.00	7/14/2005	
271	\$115,825					
273	\$121,292					
274	-\$14,865,905					
276		\$22,291,276.00	\$1,783,302.00	\$24,074,578.00	8/7/2005	
277		\$7,757,488.00	\$620,599.00	\$8,378,087.00	8/14/2005	
278	\$315,667					
279	\$340,932					
280	\$820,229					
281	\$14,677,954					
282	\$714,727					
283	-\$699,255					
285		\$9,101,692	\$728,135	\$9,829,827.00	8/19/2005	
288	\$45,919					
290	\$661,878					
291		\$33,625,924	\$2,690,074	\$36,315,998.00	10/5/2005	
292	\$91,052					
296		\$13,323,568	\$1,065,885	\$14,389,453.00	10/24/2005	
TOTAL	\$2,157,010,258	\$1,728,018,073	\$139,258,908	\$1,867,276,981		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 13	
2. AMENDMENT/MODIFICATION NO. 297		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.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Contracting Officer for current Accounting & Appropriation Data					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
A. The purpose of this modification is to incorporate the following no-cost changes:					
1) Revise Section J, Attachment J-1 (SOW):					
<ul style="list-style-type: none"> WBS 3.1.2.1, Security Police Services and 3.1.2.3, Security Police Operations WBS 3.5.1.1, General Requirements and 3.5.2, Environmental Health Services to incorporate the KHB to KNPR conversions which updates Section's J-1, Appendix A and J-4, Compliance Documents. 					
2) Revise Section J, Attachment J-12 (Workload Indicators), WBS 3.1.2 Description Data					
3) Revise Technical Exhibit 3.1.2-03 (Security Posture Table)					
Except as provided herein, all terms and conditions of the document referenced in Item 9a or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer		
15B. CONTRACTOR/OFFEROR Victoria G. Lockard (Signature of person authorized to sign)		15C. DATE SIGNED 15 AUG 05		16B. UNITED STATES OF AMERICA BY Ernest G. Tweedie (Signature of Contracting Officer)	
				16C. DATE SIGNED 16 AUG 05	

3.1.1.14 Immediate Danger to Life or Health Rescue Program. The Contractor shall establish and implement an Immediately Dangerous to Life or Health (IDLH) Rescue Program in accordance with Part 29 CFR 1910.134(g)(3), Respiratory Protection, and ensure that personnel performing rescue services are trained in accordance with Part 29 CFR 1910.120(q). The contractor shall provide an emergency rescue response team for the support of the heritage ELV programs and their associated payloads.

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

3.1.2 Security

The terms “security force” and “security services” as used throughout this statement of work (SOW) are all encompassing and include security, resource protection, special response, alarm response, law enforcement, and supervision. Unless specifically addressed to a particular function, such as security or law enforcement, this SOW refers to the security force in total. Incorporate technical exhibits 3.1.2-01 and -03. (Mod 273)

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

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

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

The contractor shall provide the security of the primary perimeter of CCAFS and KSC. The contractor shall staff certain designated internal secondary perimeter posts, in addition to agreed-upon Minimum Essential Infrastructure (MEI) assets and Protection level 1-3 facilities when critical NASA or Air Force resources are stored or processed in certain facilities. As launch and landing activities occur, scheduled and real-time personnel requirements increase

for short-term activities such as parking cars, controlling crowds, launching and landing day roadblocks, and increased threat. Means of prevention, deterrence, detection, assessment, and response shall be made on the basis of threat analyses, risk assessments, and other information essential to the protection of critical NASA and Air Force resources, personnel, operations, and facilities.

Miscellaneous security functions required on a scheduled basis include vehicle spot check, guard post relief, flag detail, area clearings, classified destruction duty (classified documents for destruction shall be destroyed in 30 working days), boat security support including DOD port operations, Atlantic boat response, roadblocks, aircraft surveillance and interdiction support, KSC Visitor Complex (KSCVC) support, and explosive and narcotics detection. Other examples of miscellaneous functions include providing a formal in-service training program for all officers and managers; providing a K-9 and law enforcement capability; assist control of non-endangered species population on CCAFS and ensuring that a designated Arms/Equipment custodian is on duty at all times for issuing weapons, radios, vehicles, and ammunition; and participating in the hurricane/tornado warning program as listed in Technical Exhibits 3.1.2-01, 02, and 03. (Mod 297)

The contractor shall provide off-site contingency landing support. This support shall require planning, coordination, and implementation of support at KSC and Contingency Landing Sites (CLS) worldwide, and shall require security personnel to be knowledgeable of CLS operational and programmatic issues such as launch and landing, recovery, and ferry. In addition, contract security personnel shall be required to travel off-site to all designated Space Shuttle landing sites for normal end-of-mission landing operations or shuttle refurbishment support and ferrying back to KSC.

The contractor shall designate a CLS security coordinator that shall conduct contractor scheduling, planning, providing badges, performing foreign country health and documentation requirements such as passports, visas, and international driver's licenses (50 percent of responding personnel shall have one), attending required meetings, developing and updating a CLS library, conducting security surveys and threat analysis, protecting critical NASA resources, and determining security equipment and uniform need status both for and at the sites. The contractor shall provide a security analyst to deploy to designated CLS areas before each launch and shall be prepared to deploy a Security Force team in the event there is a CLS landing or a critical NASA resources mishap occurring within 25 miles of KSC.

SGS shall maintain a Communications Security (COMSEC) account. This account shall handle all custodial and logistical cryptographic responsibilities for the secure telephone system at KSC, in addition to COMSEC equipment and material for record communications and other administrative systems directly supporting the NASA Security Office. SGS shall provide COMSEC data collections, studies, and analysis; COMSEC account administration; development of COMSEC technical security plans and procedures; evaluation of COMSEC material and information; and technical support for COMSEC audits and investigations. (MOD 230)

The contractor shall operate security systems in support of established operational requirements with the exception of satellite access control systems under operational control of other contractors.

The contractor shall provide locksmith services to support NASA-KSC, Air Force/45th Space Wing and their tenants, the U.S. Park Service, the U.S. Fisheries and Wildlife service, and the GSA Motor Pool facilities.

- The contractor shall provide all necessary equipment for security, badging, and locksmith services in support of AFI 31-101, NPR 1620.1A and subordinate directives. Security Force vehicles shall contain the appropriate emergency equipment and identification to include

emergency lighting, sirens, two-way radios, and in car video/audio evidence collection system

- Security Education and Motivation Program;
- Installation entry policy;
- Levels of control;
- Minimum controls;
- Unauthorized entry;
- Installation entry point checks;
- Gate closure devices and procedures;
- Installation vehicle entry points; and
- Special-purpose gates

3.1.2.3 Security Police Operations. The contractor shall maintain law and order and assist wildlife control/enforcement; maintain the capability to support detailed and specialized investigations of criminal activities; support space launch operations; and immediately notify NASA (Security) and the Air Force (Range Security) of all incidents that have or had the potential to become violent, result in felony arrest, concern potential counter intelligence matters, media involvement, or other significant events that would cause NASA-KSC or Air Force security to notify senior management. **(Mod 297)**

During actual and practice launches and landings, the contractor shall perform the following:

- Develop and coordinate timelines and checklists for all launch and landing activities;
- Provide teams to clear designated areas (such as Blast Danger Area/Impact Limit Line or SLF Landing approaches);
- Maintain blast danger area/impact limit line clearance and/or roadblocks as defined in appropriate plans to meet customer requirements;
- Establish roadblocks for perimeter control in the vicinity of the launch/landing pad(s) and/or SLF;
- Establish additional control/surveillance post(s) as stipulated in appropriate Operations Plans;
- Establish chase vehicles for major entry points;
- Establish control roadblocks to protect launch/landing site perimeter area and/or the SLF;
- Provide support for NASA Causeway viewing and other viewing sites;
- Provide protection for VIPs and astronauts and during escort to and from the launch and landing pad, following landing, and to and from other areas including special presentations/events at KSC Visitor Complex or other sites on and off the Center, and staff the astronaut crew quarters and cul-de-sac and provide personal protection to astronauts three days prior to launch and during TCDT;
- Provide K-9 bomb/explosive detection support for astronaut and VIP protection and bus checks at the KSCVC as scheduled launch activity;
- Provide protection for special facilities or vantage sites critical to space launches and landings;

maintain a current State of Florida license, maintain current AHA BCLS, Course C and ACLS provider certifications and obtain certification in Occupational Health Nursing within two years of becoming eligible by criteria established by the American Board of Occupational Health Nurses. All Emergency Medical Technicians shall maintain current State of Florida certifications as an EMT; maintain current AHA Basic Cardiac Life support (BCLS).

3.5.1.1 General Requirements. The contractor shall:

- Implement emergency medical services at all facilities consistent with current NASA and AF directives (e.g., JHB 2000 Rev A-1, KBM PL -1.2F, and KBM PL-1.3) and provide certified emergency medical services on all shifts; (Mod 232)
- Include OM Program activities that minimize sick leave and reduced productivity caused by marginal physical disability, and to reduce permanent disability and premature death;
- Provide an Environmental Health (EH) Program for operational support, and consultation services that permit KSC, CCAFS, PAFB and its mainland annexes and their centers, tenants, and visitors to provide a safe and healthful work environment through regulatory compliance and the implementation of an integrated OMEH Program;
- Provide support to activities, personnel, and facilities on KSC and CCAFS including ships/boats, when moored to the dock that are operated by the U.S. Government. OM services (excluding emergency medical services) and EH services, as deemed necessary by appropriate NASA/AF OM or EH personnel to support the OM services, shall also be provided to KSC/CCAFS contractors in vicinity of KSC/CCAFS;
- Provide support at certain shuttle landing sites other than KSC (such as TAL sites and emergency landing sites). Support shall be provided to specific activities when requested through appropriate authority at NASA, KSC, or the 45th Space Wing;
- Operate the medical facilities to meet customer needs, for the administrative and technical management of Occupational Medicine (OM) and Environmental Health (EH) functions, as specified in **KNPD 1810.1**, KSC Occupational Medicine Program; **(Mod 297)**
- The contractor shall use a health information management system for storage of medical records and data analysis of medical information;
- Provide certified medical laboratory services;
- Provide counseling and intervention services as part of the Employee Assistance Program including ongoing and new initiatives;
- Provide support to NASA and Air Force launches and landings, including staffing for TAL sites;
- Provide support to NASA and AF travel medicine program;
- Operate the first aid station at the KSC visitors complex;
- Provide medical oversight, logistical and consultative support to Solid Rocket Boosters (SRBs) recovery ships;
- Provide performance metrics and data requirements to meet government initiatives;
- Provide clinical and field experience in occupational health for medical clerks rotating through the KSC Medical Education Program;

3.5.2 Environmental Health Services

The contractor shall provide Industrial Hygiene (IH), Health Physics (HP), Public Health (PH) and Environmental Sampling, Analysis and Monitoring (ESAM) services, laboratory support, and operation of associated computer management systems. Environmental Health (EH) shall include both scheduled and nonscheduled surveys of all KSC and CCAFS facilities and inspection of corresponding activities. Surveys are also provided at PAFB as specified in the subsequent paragraphs. The contractor shall identify, evaluate and recommend corrective actions for health hazards and non-compliance conditions. The contractor shall analyze past data and perform trend analysis to develop exposure and environmental assessment strategies. Prioritized schedules of surveys and inspections shall be determined by operational requirements, hazards, regulatory compliance or customer coordination.

The contractor shall generate and maintain documentation for the EH program including reports for compliance requirements, and shall ensure that reports to customers clearly describe the work performed, including observations, findings, and recommendations.

Routine support shall be provided on-site at KSC, CCAFS, PAFB, and Florida annexes on a first shift basis, excluding contractor holidays. Additional support during other shifts shall be required where operations dictate.

The contractor shall operate the KSC Material Safety Data Sheets (MSDS) Management System and the Facility Asbestos Management System and shall publish the KSC Index of MSDS quarterly.

EH support shall include participation in emergency response activities and exercises at KSC and CCAFS (such as Hazardous Material Response Teams and weapons of mass destruction/terrorist attacks). Support to PAFB shall be on an as needed basis as determined by the 45th Space Wing. Support to community response activities shall be in accordance with mutual aid agreements. All operational elements of EH shall maintain a 24-hour on-call capability to support operations including emergency response requirements.

The contractor shall maintain EH program documents. The contractor shall review the following documents and shall comply with the requirements as they relate to contractor required operations: (Mod 297)

Document Number	Document Title
KNPD 1800.1	KSC Environmental Health Program
KNPR 1820.3	KSC Hearing Loss Prevention Program
KNPR 1820.4	KSC Respiratory Protection Program
KNPR 1840.19	KSC Industrial Hygiene Programs
KNPR 1860.1	KSC Radiation Protection Program
KNPD 1800.2	KSC Hazard Communication Program
KSC-PLN-1903	Radiological Controls for Major Radiological Sources (MRS)
KNPR 1870.1	KSC Sanitation Program

<p>3.5.2</p>	<p>KNPR 1820.3</p> <p>KNPR 1820.4</p> <p>KNPR 1840.19</p> <p>KNPR 1860.1</p> <p>KNPR 1870.1</p>	<p>KSC Hearing Loss Prevention Program</p> <p>KSC Respiratory Protection Program</p> <p>KSC Industrial Hygiene Program</p> <p>KSC Radiation Protection Program</p> <p>KSC Sanitation Program</p>	<p>Following our discussions at the contract site and consideration of purpose for merging these documents, SGS concluded that the only tailoring required for these documents is to make them applicable to both KSC and the 45th Space Wing. SGS will, therefore, develop this health program as individual documents, which apply to both agencies. (Mod 297)</p>
<p>3.5.3</p>	<p>KHB 8800.6(T)</p>	<p>KSC Environmental Control Handbook</p>	<p>Since the general guidance for this document was derived from Presidential Executive Orders, Federal Congressional Acts, the Code of Federal Regulations, and State and Regional Documents and since mission requirements for KSC and CCAFS are similar, the Environmental Control guidance can likewise be similar.</p> <p>No 45th Space Wing environmental control compliance document was provided. To provide a single document for management and guidance for both 45th Space Wing and KSC, SGS will prepare a general modification of KHB 8800.6 to integrate CCAFS. The modification will also include any unique CCAFS environmental issuances as a separate presentation within the document.</p> <p>SGS will number and title this tailored document in accordance with the scheme selected following contract award.</p>

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.3	OMB Circular A-11, Transmittal Memorandum #70, Part 3 & Supplement to Part 3	10/97	Planning, Budgeting, and Acquisition of Capital Assets & capital Planning Guides	Mod 205
3.3	OMB Circular A-130, App III	02/96	Management of Federal Information Resources	Mod 205
3.3	AFI 33-118	08/97	Radio Frequency Spectrum Management	Mod 205
3.3	KNPG 2570.1A	02/95	KSC Radio Frequency Spectrum Management Handbook	Mod 205
3.3.2	NPR 2810.1	08/99	Security for Information Technology	Mod 205
3.4.1.1	NPR 1490.5A	07/97	NASA Procedures and Guidelines for Printing, Duplicating, and Copying Management	Mod 205
3.4.3	USPS Domestic Mail Manual	01/96	United States Postal Service Domestic Mail Manual	
3.4.3	USPS International Mail Manual	07/96	United States Postal Service International Mail Manual	
3.5.1.1	KBM-PL-1-3	09/02	KSC Emergency Medical Services Plan	Mod 232
3.5.1.1	KNPD 1810.1	09/04	KSC Occupational Medicine Program	Mod 297
3.5.1.1	JHB2000 Rev B	4/04	Consolidated Comprehensive Emergency Management Plan	Mod 232
3.5.1.2	KBM-ST-2.1	02/99	Medical Standards	Mod 205
3.5.2	KNPR 1820.3	10/04	KSC Hearing Loss Prevention Program	Mod 297
3.5.2	KNPR 1820.4	10/04	KSC Respiratory Protection Program	Mod 297
3.5.2	KNPR 1840.19	10/04	KSC Industrial Hygiene Program	Mod 297
3.5.2	KNPR 1860.1	10/04	KSC Radiation Protection Program	Mod 297
3.5.2				Mod 297
3.5.2	KNPR 1870.1	10/04	KSC Sanitation Program	Mod 297
3.5.2	KNPD 1800.2B	06/02	KSC Hazard Communications	Mod 205
3.5.2	KNPD 1800.1	09/04	KSC Environmental Health Program	Mod 297
3.5.2	KSC-PLN-1903, Basic	N/A	Radiological Controls for Major Radiological	Mod 205
3.5.2.1	ACGIH	2003	Threshold Limit Values for Chemical Substances and Physical Agents	Mod 205
3.5.2.1	OSHA 1910.1000	05/71	Air Contaminants	Mod 205
3.5.3	32 CFR 989	03/03	Environmental Impact Analysis Process	Mod 205
3.5.3	AFI 32-7001	05/94	Environmental Budgeting	Mod 205
3.5.3	AFI 32-7045	07/98	Environmental Compliance Assessment and Management Program	Mod 205

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.3	J-BOSC Tech Exhibit 5.1-501	10/97	Customer Support Function	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-001	12/00	NASA Real Property	205
2.1.1.1	J-BOSC Tech Exhibit 2.1.1.1-002	12/00	AF Real Property	205
2.1.2.3.1	J-BOSC Tech Exhibit 2.1.2-001	12/03	Vessel/Systems	205
2.1.2.3.4	J-BOSC Tech Exhibit 2.1.2-002	12/03	Renewal Packages for DOT Exceptions	205
2.1.3.2	J-BOSC Tech Exhibit 2.1.3-001	04/03	KSC Cof F Project Baseline, WBS 2.1.3	205
2.1.4.3	J-BOSC Tech Exhibit 2.1.4-01	08/02	Energy Management Office Periodic Report Requirements	205
2.2.1.1	J-BOSC Tech Exhibit 2.2-017	05/05	On Line Operation Maintenance Engineering User Matrix (OMEU)	286
2.2.1.3	J-BOSC Tech Exhibit 2.2.1.3-001	05/04	Type III Work Orders	217
2.2.1.7	J-BOSC Tech Exhibit 2.2.1.7-01	12/03	KSC Ditch Cleaning	205
2.2.1.8	J-BOSC Tech Exhibit 2.2.1.8	12/03	Pad A&B Slide Wire Area Support Standards	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-801	02/97	Clean Room Services	205
2.2.1.19	J-BOSC Tech Exhibit 5.5-802	09/96	Clean Room Description - NASA	205
2.2.2	J-BOSC Tech Exhibit 2.2.2.3A	12/04	Florida Annexes Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3B	12/04	CCAFS Refuse Collection Sites and Frequencies	269
2.2.2	J-BOSC Tech Exhibit 2.2.2.3C	12/04	KSC Refuse Collection Sites and Frequencies	269
2.2.2.1	J-BOSC Tech Exhibit 5.5-826	10/97	CCAFS Grounds Areas Map and Requirements	205
2.2.2.1	J-BOSC Tech Exhibit 7.0-016	10/97	KSC Grounds Maintenance	232
2.2.2.1	J-BOSC Tech Exhibit 5.5-827	12/03	CCAFS Specific Grounds Maintenance Requirements	293
2.2.2.1	J-BOSC Tech Exhibit 2.2.2.1-01	12/03	Road Maintenance Areas of Responsibility for KSC and CCAFS	205
2.2.2.2	J-BOSC Tech Exhibit 2.2.2.2-01	12/03	Air Force Pest Management Plan	205
2.2.4	J-BOSC Tech Exhibit 2.2.4	12/03	Custodial Services	205
2.3	J-BOSC Tech Exhibit 2.3-01	06/04	Completed-One-Time Special Projects for Customers	232
2.3	J-BOSC Tech Exhibit 2.3-02	04/05	Security Support for New Horizon Mission	280
2.3	J-BOSC Tech Exhibit 2.3-03	01/05	Health Physics Services Support for New Horizon Mission	280
2.3	J-BOSC Tech Exhibit 7.0-127	05/02	CCAFS Water Backflow Prevention Devices	205
3.1.1.15	J-BOSC Tech Exhibit 3.1.1.15-01	09/03	Technical Rescue for Heritage Program	232
3.1.2	J-BOSC Tech Exhibit 3.1.2-01	7/03	KSC Realignment of Security Posture for FY04-08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-02	7/03	45SW/ CCAFS Realignment of Security Posture FY04-FY08	239
3.1.2	J-BOSC Tech Exhibit 3.1.2-03	7/05	Baseline Realignment Security Posture Table FY04-08	297

TECHNICAL EXHIBIT LISTING

WBS	Document Number	Rev. Date	Document Name	Mod Number
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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"> • Bulletin (one in color) (Mod 232) • STS TAL Support <ul style="list-style-type: none"> -- Two FY05 overseas TAL support -- Six FY06-08 overseas TAL support 		
		<p>KSC & CCAFS JOINT DATA:</p> <ul style="list-style-type: none"> -- Federal Arrest Authority Training: (Mod 255) <ul style="list-style-type: none"> • 18 Local NFLET classes (Mod 232) -- Security Specialized Training: (Mod 255) <ul style="list-style-type: none"> • 180 hours specialized training for SFT Officer (Mod 297) • Range used by 50 outside agencies • 10 hours per year for Florida LE Certification • Security Awareness • 12 Publications • 220 briefings -- Badging: (Mod 255) <ul style="list-style-type: none"> • 1,200 4,500 AF & 10,000 KSC Resident badges (Mod 297) • 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 		

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

J3, Technical Exhibit # 3.1.2-03
Baseline Realignment Security Posture for FY04 – 08 (Mod 297)

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 CCAFS E-25 FSA #1	1/8/16/5
Emergency Response Team	5/24/7
Emergency Response Team Commander	1/8/5
Emergency Response Team Supervisors	3/8/5
K-9 Handlers	1/24/7

North Area Supervisor	1/24/7
South Area Supervisor	1/24/7
Resource Protection/(CLS)	2/8/5

Air Force (CCAFS Security)

Description	Requirement
Installation Patrols (2)	2/24/7
Industrial Vehicle Inspection Response Force (2)	2 1/24/7
South Cape Response Force #1	2/24/7
Cape River Central Cape Response Force	4 2/24/7
XY ECP Internal Response Force	1/24/7
South Gate	1/24/7
South Gate Asst	1/24/7
South Gate Overwatch	1/24/7
South Gate Vehicle Inspector	1/12/7
Area 59 (NPF) Internal Response Force	1/24/7
Atlantic Boat Response Capability	2/24/7
Cape River Patrol (Airboat)	1/16/7
North Area Supervisor	1/24/7
South Area Supervisor	1/24/7

ROCC - JON 57426000 Air Force

Description	Requirement
ROCC Internal Response Force	2/24/7

Titan – JON 82000000

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

Titan – JON 81000000

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

Delta - JON 71000000

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

NOTU - JON 07200000

Description	Requirement
NOTU Rover	(1/16/5) 1/24/2-1/8/7
Marine Patrol	2/24/7
Supervisor	1/8/5

JOINT Security POOL

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES
1 6

2. AMENDMENT/MODIFICATION NO.

298

3. EFFECTIVE DATE

Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

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

OPOS

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

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AUG 01

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.

7. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

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

This purpose of this modification is to (1) provide an equitable adjustment for software upgrades for CCR 00-04, Kennedy Complex Control System (KCCS) and (2) extend the period of performance to September 30, 2005. The contract estimated cost and fee is increased by \$29,176 (cost) and \$2,334 (fee) for a total increase of \$ 31,510. The increase in cost and fee is for the software upgrades only.

This change revises Article B-3, Contract Value, Article B-4, Award Fee, and Article G-2, Contract Funding, as shown on attached pages.

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

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(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 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 298			
OPTION 1B			
(10/01/04-09/30/05)	\$292,272,116	\$19,118,444	\$311,390,560
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 298	\$29,176	\$2,334	\$31,510
Total FY05	\$318,197,237	\$19,120,778	\$337,318,015
(10/01/05-09/30/06)	\$259,738,311	\$17,157,803	\$276,896,114
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY06	\$288,839,965	\$17,157,803	\$305,997,768
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	\$612,569,357	\$36,721,153	\$649,290,510
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,039,218,957	\$117,822,811	\$2,157,041,768
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,589,361	\$17,465,604	\$282,054,965
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	\$296,456,631	\$17,465,604	\$313,922,235
(10/01/07-9/30/08)	\$271,525,837	\$17,915,019	\$289,440,856
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	\$304,974,674	\$17,915,019	\$322,889,693

	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	\$608,817,736	\$35,971,538	\$644,789,274
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,648,036,693	\$153,794,349	\$2,801,831,042
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

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

BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 292	Total Award Fee For Mod 298	Adjusted Available Award Fee	Earned Award Fee Mod 292	Earned Award Fee Mod 298	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,740,703		\$7,740,703	\$6,191,089		\$6,191,089	80% Mod 15
04/01/99	09/30/99	\$6,092,693		\$6,092,693	\$4,899,611		\$4,899,611	80% Mod 36
10/01/99	03/31/00	\$7,836,449		\$7,836,449	\$6,736,364		\$6,736,364	86% Mod 57
04/01/00	09/30/00	\$6,456,518		\$6,456,518	\$5,485,038		\$5,485,038	85% Mod 75
10/01/00	03/31/01	\$7,589,135		\$7,589,135	\$6,755,433		\$6,755,433	89% Mod 99
04/01/01	09/30/01	\$6,976,163		\$6,976,163	\$6,292,670		\$6,292,670	91%Mod118
10/01/01	03/31/02	\$5,875,084		\$5,875,084	\$5,344,560		\$5,344,560	91%Mod127
04/01/02	09/30/02	\$9,804,416		\$9,804,416	\$8,720,336		\$8,720,336	92%Mod147
10/01/02	03/31/03	\$8,053,345		\$8,053,345	\$7,539,712		\$7,539,712	94%Mod167
04/01/03	09/30/03	\$8,060,951		\$8,060,951	\$7,632,960		\$7,632,960	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,207,005		\$8,207,005	\$7,945,686		\$7,945,686	97%Mod248
10/01/04	03/31/05	\$9,989,541		\$9,989,541	\$9,290,273		\$9,290,273	93%Mod 283
04/01/05	09/30/05	\$10,045,971	\$2,334	\$10,048,305				
10/01/05	03/31/06	\$8,714,743		\$8,714,743				
04/01/06	09/30/06	\$8,667,833		\$8,667,833				
BASIC SUBTOTAL		\$128,004,468	\$2,334	\$128,006,802			\$117,822,811	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,724,360		\$8,724,360				
04/01/07	09/30/07	\$8,742,245		\$8,742,245				
10/01/07	03/31/08	\$8,947,208		\$8,947,208				
04/01/08	09/30/08	\$8,966,810		\$8,966,810				
OPTION SUBTOTAL		\$35,380,623	\$0	\$35,380,623				
GRAND TOTAL		\$163,385,091	\$2,334	\$163,387,425				

2. AMENDMENT/MODIFICATION NO. 299
3. EFFECTIVE DATE August 19, 2005
4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) SGS CONTRACTS

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

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.245-5, Government Furnished Property (Cost-Reimbursement, Time, Materials or Labor-Hour Contracts)(Jan 1986), FAR 52.243-2 Changes-Cost -Reimbursement (Alt II) (Aug 1987)
D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to incorporate the following no-cost changes:
1) Revise Section J, Attachment J-1:
• WBS 2.2.1.1 Operations, Maintenance, and Engineering
• WBS 2.2.1.15 Utility Coordination, Reports and Generator Inventories
2) Revise Section J, Attachment J-4 Compliance Documents
3) Revise Section J, Attachment J-3

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
6 Sept 05
16B. UNITED STATES OF AMERICA
BY Linda M Adams
(Signature of Contracting Officer)
16C. DATE SIGNED
7 Sept 05

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 (Technical Exhibit 2.2—017) 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. **(Mod 286)**

The contractor shall perform maintenance and operations of the interconnection facilities contained in the compliance document “Interconnection Agreement Between Florida Power & Light Company and the National Aeronautics and Space Administration.” **(Mod 299)**

2.2.1.15 Utility Coordination, Reports and Generator Inventories. The contractor shall support activities required to manage utilities. Utility coordination activities shall include the notification of impacts and scheduling utility outages for NASA and CCAFS. Utility coordination activities shall also include the provision of the CCAFS Unscheduled Utility Outage and Incident Reports specified in accordance with DRD 1.1-04, Report Anomaly and the NASA Quick-Look Unscheduled Utility Outage Incident Reports, on an as-needed basis. Using the USAF Real Property records and the O/M/E/U Matrix, the contractor shall provide an annual listing of CCAFS/PAFB generators in support of the USAF Annual Generator Inventories.

The contractor shall communicate/coordinate maintenance and operations with FPL thru the NASA Operating Representative which is contained in the compliance document “Interconnection Agreement Between Florida Power & Light Company and the National Aeronautics and Space Administration.” **(Mod 299)**

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-3

**GOVERNMENT FURNISHED PROPERTY FOR
POTENTIAL USE IS LOCATED IN THE
NASA EQUIPMENT MANAGEMENT SYSTEM
DATABASE (NEMS)**

Revision 1 (updated as of August 19, 2005)

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-4

COMPLIANCE DOCUMENTS

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1.1.1	45 SW Base Support Policy	06/00	Policy for Commercial Launch/Range Customers on Sources of Base Support	Mod 205
1.1.1.1	KPD 8630.3C	09/03	KSC Shuttle Process Flight Readiness Certification Review Plan	
1.1.1.1	ELV/EELV 501.97	Draft	Universal Document System	
1.2	29 CFR 1910.119	11/95	Process Safety Management Standard	Mod 205
1.2	EWR 127-1 (T)	03/95	Eastern and Western Range Safety Policies and Processes	
1.2	KNPR 8715.3 (T)	12/04	KSC Safety Practices Procedural Requirements	Mod 255
1.3.2	45 SWI 65-601	06/03	Reimbursement Policy	Mod 205
1.3.2	NPR 9501.2D	05/01	NASA Contractor Financial Management Reporting	Mod 205
1.4.1	ANSI/ISO/ASQ-9001-2000	12/00	Standard, "Quality Systems-Model for Quality Assurance in Design, Production, Installation and Servicing"	Mod 205
1.4.1	NHB 5300.4 (1B)	04/69	Quality Program Provisions for Aeronautical & Space System Contractor	
1.4.1	KNPR 8720.1	11/04	KSC Reliability, Maintainability, and Quality Assurance Procedural Requirements	Mod 266
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NASA STD 8719.7	01/98	Facility System Safety Guidebook	Mod 205
1.4.2	NSTS 07700 Volume V	10/03	Information Management Requirement	Mod 205
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NSTS 22254	07/01	Methodology for Conduct of Space Shuttle Hazard Analyses	Mod 205
1.4.2	NSTS 07700, Volume X	10/03	Flight and Control System Specification – Book 1, Requirements	Mod 205
1.4.2.1	NASA-STD-8729.1	12/98	Planning, Developing, and Managing an Effective Reliability and Maintainability (R&M) Program	Mod 205
1.4.3	KHB 1710.2E	04/02	Kennedy Space Center Safety Practices Handbook	Mod 205
1.4.3	GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010	11/94	Government/Industry Data Exchange Program (GIDEP) Operation Manual	Mod 205
2.1	NPG 8820.2C	04/97	Facility Project Implementation Handbook	Mod 205
2.1	NAS-STD-8719.11	08/00	Safety Standard for Fire Protection	Mod 205

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
2.1.1	NAVFAC MO-322	07/77	Inspection of Shore Facilities, Volume 1	
2.1.1.1	AFI 32-9005	09/94	Real Property Accountability and Reporting	
2.1.1.1	NPD 8800.14B	11/02	Policy for Real Property Management	
2.1.1.1	AFI 32-9001	07/94	Acquisition of Real Property	Mod 205
2.1.1.1	AFI 32-9002	11/93	Use of Real Property Facilities	Mod 205
2.1.1.1	AFI 32-9003	08/97	Granting Temporary Use of Air Force Real Property	Mod 205
2.1.1.1	AFI 32-9004	07/94	Disposal of Real Property	Mod 205
2.1.1.2	KHB 1200.1E	04/01	Facilities, Systems, and Equipment Management Handbook	Mod 205
2.1.1.2	45 SWI 32-1007	06/98	Building Space Assignment – CCAFS & FL Annexes	Mod 205
2.1.1.3	AFI 32-7062	10/97	Air Force Comprehensive Planning	Mod 205
2.1.1.3	AFPAM 90-902	12/00	Operational Risk Management (ORM) Guidelines and Tools	Mod 205
2.1.1.3	UFC 3-260-1	11/01	Design: Airfield and Heliport Planning and Designing	Mod 205
2.1.1.4	AFI 32-1021	01/03	Planning and Programming of Facility Construction Projects	Mod 205
2.1.1.4	AFI 32-1022	06/94	Planning and Programming Non-appropriated Fund Facility Construction Projects	Mod 205
2.1.1.5	PLP-MP-RP01	12/03	CCSGIS Maintenance Plan	Mod 205
2.1.1.17	OPNAVINST 11010.34	02/87	Instructions for Preparation and Submission of the Type “A” Annual Inspection Summary and Narrative Assessment	Mod 205
2.1.2.1	45 SW Facilities Excellence Plan (FEP)	04/01	45 SW Facilities Excellence Plan (FEP)	Mod 205
2.1.2.3.1	KHB 1710.2	04/02	Kennedy Space Center Safety Practices Handbook	Mod 205
2.1.2.3.1	FAA AC 150/5320-12C	03/97	Measurement, Construction, and Maintenance of Skid-resistant Airport Pavement Surfaces	Mod 205
2.1.2.3.2	State of Florida Statue 335.074	2003	Safety Inspections of Bridges	Mod 205
2.1.2.3.2	FAA AC 150/5380-6A	07/03	Guidelines and Procedures for Maintenance of Airport Pavements	Mod 205
2.1.2.3.4	Part 49 CFR, Chapter 1, Subchapters A,B, and C, Chapter III, Subchapters A and B	10/03	Code of Federal Regulations	Mod 205
2.1.2.4	Facility Number Report (CMDS/CID)	11/97	Facility Number Report (CMDS/CID)	Mod 205
2.1.4	AFEPPM 96-3	06/96	Air Force Energy Program Procedural Memorandum	
2.1.4.1	NPR 8570.1, Chapter 4	03/01	Energy Efficiency and Water Technology and Practices	Mod 205
2.1.4.1	Executive Order 13123	06/99	Greening the Government Through Efficient Energy Management	Mod 205
2.2.1	NPG 8820.2C	04/97	Facility Project Implementation Handbook	Mod 205

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WBS	Document Number	Rev. Date	Document Name	Mod Number
2.2.1	NPR 8831.2D	07/01	Facilities Maintenance and Energy Management Handbook	Mod 205
2.2.1	KCA# 4047	07/98	Interconnection Agreement Between Florida Power & Light Company and the National Aeronautics and Space Administration.	Mod 299
2.2.1.4	AFI 32-1032	10/03	Planning and Programming Real Property Maintenance Projects Using Appropriated Funds	Mod 205
2.2.1.8	KPD 8630.3C	09/03	KSC Shuttle Process Flight Readiness Certification Review	
2.2.1.8	ELV/EELV	Draft	Universal Documentation System	
2.2.1.12	AFI 32-1054	03/00	Corrosion Control	Mod 205
2.2.1.12	AFM 85-5	02/82	Guidelines for Preparing Cathodic Protection Annual Performance Booklet	Mod 205
2.2.1.14	Asbestos Management (T)	07/94	Asbestos Management and Operations Plan	Mod 205
2.2.1.17	NAVFAC P-307	10/96	Management of Weight Handling Equipment (T)	Mod 205
2.2.1.17	NAVFAC MO-322, Vol. 1	07/77	Inspection of Shore Facilities, Volume 1	Mod 205
2.2.1.19	KCI-HB-5340.1	03/95	Payload Facility Contamination Control Implementation Plan	Mod 205
2.2.1.19	FED-STD-209E	09/92	Federal Standard Airborne Particulate Cleanliness Classes in Clean Rooms and Clean Zones	Mod 205
2.2.2.1	Florida Green Book	05/02	Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways	
3.1.1.2	Federal Aviation Regulation (FAR) Part 139	01/03	Certifications and Operations; Land Airports Serving Certain Air Carriers	Mod 205
3.1.1.2	NFPA (T)	01/03	National Fire Protection Association Standards	Mod 205
3.1.1.14	29 CFR 1910.134	G3	Code of Federal Regulations, Respiratory Protection	
3.1.1.14	29 CFR 1910.120(q)	Q	Code of Federal Regulations, Hazardous Waste Operations and Emergency Response	
3.1.2.1	NPR 1620.1A	10/02	NASA Security Requirements Manual	Mod 205
3.1.2.1	AFI 31-101	06/00	The Air Force Installation Security Program	Mod 205
3.1.2.6	45 SW OPLAN 31-101, V2	08/00	Base Security Plan	Mod 205
3.1.2.9	AFI 31-207	09/99	Arming and Use of Force by Air Force Personnel	Mod 205
3.1.2.9	SI-PSO-IMI-FAAP-1	07/97	NASA Lead Center for FAAP	Mod 205
3.1.3	JHB 2000 Rev B	04/04	Consolidated Comprehensive Emergency Management Plan	Mod 232
3.1.3	Executive Order 12148, Section 2-101	08/82	Federal Emergency Management	

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3.1.3	Executive Order 12472	04/84	Telecommunications Emergency Preparedness	
3.1.3	Executive Order 12656	11/88	Assignment of Emergency Preparedness Responsibilities	
3.1.3	Federal Radiological Emergency Response Plan	05/96	Federal Radiological Emergency Response Plan (FRERP)	
3.2	JSC SE-S-0073, Change No. 94	01/04	Specification for Space Shuttle Fluid Procurement & Use Control	Mod 205
3.2.1	AFI 32-7086	07/97	Hazardous Material Management	
3.2.1.3	NPR 4300.1	07/99	NASA Personal Property Disposal Procedures and Guidelines	Mod 205
3.2.2	ICAO	96-98	International Civil Aviation Organization	
3.2.2	IMDG	1996	International Maritime Dangerous Goods	
3.2.2	SA 15A-1-13	07/03	437 MAW	Mod 205
3.2.2	SA 15A-1-16	04/03	Detachment 3 ASC	Mod 205
3.2.2	SA 15A-1-19	09/02	HQ AFROTC (Sr. ROTC)	Mod 205
3.2.2	SA 15A-1-1	02/99	920 th RQW	Mod 205
3.2.2	SA 15A-1-2	12/02	333 USAFRSQ	Mod 205
3.2.2	SA 15A-1-32	07/01	ESC/OL-AT (JOINT STARS)	Mod 205
3.2.2	SA 15A-1-36	06/02	HQ AFROTC (Jr. ROTC)	Mod 205
3.2.2	SA 15A-1-7	12/02	114 CCS	Mod 205
3.2.2	SA 15A-1-9	08/02	AFTAC	Mod 205
3.2.2	SA 15B-1-1	09/02	MSCO	Mod 205
3.2.2	SA 15B-1-4	05/03	NOTU	Mod 205
3.2.2	SA 15B-1-5	11/02	CD, NSWC	Mod 205
3.2.2	SA 15C-1-2	12/01	MTMCCCD	Mod 205
3.2.2	SA 15C-1-5	01/01	USARG	Mod 205
3.2.2	SA 15D-1-2	04/03	DEOMI	Mod 205
3.2.2	SA 15D-1-6	09/03	DRMO	Mod 205
3.2.2	SA 15D-1-13	08/03	DIA	Mod 205
3.2.2	SA 15D-1-9	07/03	DCMC	Mod 205
3.2.2	SA 15E-1-5	05/01	DOS-INM-ISA	Mod 205
3.2.2	ST/SG/AC.10/1/Rev. 9	9 th ed.	United Nations Recommendations on the Transport of Dangerous Goods	
3.2.2	45 SW OPLAN 10-403	09/96	Installation Deployment Plan	

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3.2.2	45 SW OPLAN10-404	10/02	Base Support Plan	Mod 205
3.2.2	IATA	97 th ed.	International Airline Transportation Association	
3.2.2.2	AFI 24-301 (T)	04/95	Vehicle Operations	
3.2.3.1	ASNT-SNT-TC-1A	01/01	Personnel Qualification and Certification in NDE Testing Recommended Practice	Mod 205
3.2.3.1	KHB 1860.1D (T)	08/01	KSC Ionizing Radiation Protection Program	Mod 205
3.2.3.1	AFI 40-201	09/00	Managing the Radiation Protection Program in the USAF	Mod 205
3.2.3.1	Florida Administrative Code (FAC) Chapter 64E-5, 434	12/01	Control of Radiation Hazards Regulation	Mod 205
3.2.3.1	Title 10, Chapter 1, Code of Federal Regulations Part 34.43	04/03	US Nuclear Regulatory Commission	Mod 205
3.2.3.1	Title 49, Chapter 1, Code of Federal Regulations Part 100-185	10/01	Department of Transportation	Mod 205
3.2.3.1	ANSI/ASNT CP-189	01/01	Standard for Qualification and Certification of Nondestructive Testing Personnel	Mod 205
3.2.3.1	NAS-410	02/03	Nondestructive Testing Personnel Qualification and Certification	Mod 205
3.2.3.2	45 SWI 21-101	06/98	Repair, Calibration, and Certification of Test, Measurement, and Diagnostic Equipment	Mod 205
3.2.3.2	ANSI/NCSL Z540-1994	94	Calibration Laboratories and Measuring & Test Equipment – General Requirements	Mod 205
3.2.3.2	T.O. 33K-1-100	05/03	TMDE Interval, Calibration and Repair, T.O. Reference Guide and Work Unit Code Manual (Option 3A and 3B Requirement Only)	Mod 205
3.2.3.2	T.O. 00-20-14	03/03	Technical Manual Air Force Metrology and Calibration Program (Option 3A and 3B Requirement Only)	Mod 205
3.2.3.3	JSC SE-S-0073, Change No. 94	01/04	Specification for Space Shuttle Fluid Procurement & Use Control	Mod 205
3.2.3.3	SW 846, Rev 3	1980	EPA Solid Waste Manual	Mod 205
3.2.3.4	KSC-C-123, Revision H	09/05	Surface Cleanliness of Fluid Systems, Specification for	Mod 205

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WBS	Document Number	Rev. Date	Document Name	Mod Number
3.2.4	BB-F-1421, Revision B	03/82	Refrigerant 21	Mod 205
3.2.4	KSC-SPEC-P-0017	10/94	Specification for Propellants, Recovered Hydrazine Family Fuels	
3.2.4	KSC-SPEC-P-0018	07/95	Propellants, Recovered Nitrogen Tetroxide Solutions, Specifications for	
3.2.4	KSC-STD-Z-0006, Revision B	10/95	Design of Hypergolic Propellants Ground Support Equipment, Standard for	
3.2.4	KSC-STD-Z-0008, Revision C	10/96	Design of Ground Life Support Systems and Equipment, Standard for	
3.2.4	KSC-STD-Z-0009, Revision C	08/94	Design of Cryogenic Ground Support Equipment, Standard for	
3.2.4	MIL-M-12218, Revision C, Notice 1	06/97	Monobromotrifluoromethane (Liquefied), Technical Grade for Fire Extinguishers (MIL-M-12218C has been canceled without replacement)	
3.2.4	MIL-PRF-27210, Revision G	04/97	Oxygen, Aviator's Breathing, Liquid and Gas	
3.2.4	MIL-PRF-25508, Revision F	10/95	Propellant, Oxygen	
3.2.4	MIL-P-25576, Revision C, Amendment 2	06/82	Propellant, Kerosene (RP-1)	
3.2.4	MIL-P-26536, Revision E, Amendment 1	09/97	Propellant, Hydrazine	Mod 205
3.2.4	MIL-P-26539, Revision E, Amendment 2	10/97	Propellant, Nitrogen Tetroxide	Mod 205
3.2.4	MIL-PRF-27401, Revision D	10/95	Propellant, Pressurizing Agent, Nitrogen	
3.2.4	MIL-P-27402, Revision C, Amendment 1	10/97	Propellant, Hydrazine-uns-Dimethylhydrazine (Aerazine-50)	Mod 205
3.2.4	MIL-P-27404, Revision C	10/97	Propellant, Monomethylhydrazine	Mod 205
3.2.4	MIL-P-27407, Revision B	08/97	Propellant, Pressurizing Agent, Helium	Mod 205
3.2.4	MIL-P-27415A, Amendment 1	12/97	Propellant, Pressurizing Agent, Argon	Mod 205
3.2.4	MIL-PRF-27201, Revision C	12/95	Propellant, Hydrogen	
3.2.4	MIL-T-83133, Revision D, Amendment 1	09/95	Turbine Fuel, Aviation, Kerosene Types, NATO F-34 (JP-8) and NATO F-35	
3.2.4	NASA-STD-6001	02/98	Flammability, Odor, Off-gassing, and Compatibility Requirements and Test Procedures for Materials in Environments that Support Combustion	
3.2.4	O-A-445, Revision B, Amendment 1	05/83	Ammonia, Technical (Shuttle Grade)	
3.2.4	AFM 23-110, Volume 1, part 3, chapter 4	07/98	Missile Fuels	Mod 205
3.2.4	TT-I-735, Revision A, Amendment 3, Notice 2	04/01	Isopropyl Alcohol	Mod 205

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3.2.5	FAAO 7110.65P	02/04	Air Traffic Control (SLF/Skid Strip)	Mod 232
3.2.5	FAAO 7220.2A	09/89	Operational Position Standards (SLF)	Mod 205
3.2.5	FAR Part 139	11/87	Certification and Operations: Land Airports Serving Certain Carriers (SLF)	
3.2.5	45 SWI 13-201	02/00	Eastern Range Airspace Management Procedures	Mod 205
3.2.5	NPR 7900-3	04/99	Aircraft Operations Management	Mod 205
3.2.5.1	FAA Approval Letter	12/01	Definition of NASA 4 Maintenance Program (PAFB)	Mod 205
3.2.5.1	FAR Part 43	01/02	Maintenance, Preventative Maintenance, Rebuilding and Alteration (PAFB)	Mod 205
3.2.5.1	FAR Part 65	01/95	Certification: Airmen Other Than Flight Crewmembers (PAFB)	Mod 205
3.2.5.2	FAAH 7210.3T	02/04	Facility Operation and Administration (SLF)	Mod 232
3.2.5.2	Federal Air Regulation (FAR) Part 1	04/97	Definitions and Abbreviations (SLF)	
3.2.5.2	FAR Part 73	01/81	Special Use Airspace (SLF)	Mod 205
3.2.5.2	FAAO 7610.4K, Chapter 13	02/04	Special Military Operations	Mod 232
3.2.5.3	45 SWI 13-202	12/94	Use of Cape Canaveral Air Station (CCAFS) (Skid Strip)	Mod 205
3.2.5.3	AFI 13-203	08/97	Air Traffic Control (Chapters 1-3, 5-8, 10 & 11) (Skid Strip)	Mod 205
3.2.5.3	AFI 13-213	08/97	Airfield Management (Chapters 1-6 & 8) (Skid Strip)	Mod 205
3.2.5.3	AFI 13-213, Supplement 1	12/96	AFSPC 1 Supplement (Skid Strip)	Mod 205
3.2.5.3	AFI 13-218	11/95	Air Traffic System Evaluation Program (Skid Strip)	Mod 205
3.2.5.3	FAAH 7110.10L	07/96	Flight Services (Skid Strip)	Mod 205
3.2.5.3	FAAO 6850.5C	03/95	Maintenance of Lighted Navigational Aids (Skid Strip)	Mod 205
3.2.5.3	FAR Part 91	04/97	General Operating and Flight Rules (Skid Strip)	Mod 205
3.2.6	OPLAN 32-3, Vol. V-VIII	09/97	Spill Prevention, Control, and Countermeasures Plan	Mod 205
3.2.6.2	OPLAN 32-3, Vol. IIIA	09/97	Oil Spill Contingency Plan	Mod 205
3.2.6.2	OPLAN 32-3, Vol. IIIB	09/97	Emergency Response Action Plan	Mod 205
3.2.6.2	KHB 8800.7D	02/01	Waste Management Handbook	Mod 205
3.3	NASA Technical Standards	07/97	Series 2000, Computer Systems, Software & Data Systems	Mod 205
3.3	Procurement Information Circular (PIC) 04-03	03/05	System Administrator Security Certification Program	Mod 269
3.3	NPR 2820.1	05/98	NASA Software (Management Assurance and Engineering Policy)	Mod 205

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WBS	Document Number	Rev. Date	Document Name	Mod Number
3.3	OMB Circular A-11, Transmittal Memorandum #70, Part 3 & Supplement to Part 3	10/97	Planning, Budgeting, and Acquisition of Capital Assets & capital Planning Guides	Mod 205
3.3	OMB Circular A-130, App III	02/96	Management of Federal Information Resources	Mod 205
3.3	AFI 33-118	08/97	Radio Frequency Spectrum Management	Mod 205
3.3	KNPG 2570.1A	02/95	KSC Radio Frequency Spectrum Management Handbook	Mod 205
3.3.2	NPR 2810.1	08/99	Security for Information Technology	Mod 205
3.4.1.1	NPR 1490.5A	07/97	NASA Procedures and Guidelines for Printing, Duplicating, and Copying Management	Mod 205
3.4.3	USPS Domestic Mail Manual	01/96	United States Postal Service Domestic Mail Manual	
3.4.3	USPS International Mail Manual	07/96	United States Postal Service International Mail Manual	
3.5.1.1	KBM-PL-1-3	09/02	KSC Emergency Medical Services Plan	Mod 232
3.5.1.1	KMI 1810.II	07/00	KSC Occupational Medicine Program	Mod 232
3.5.1.1	JHB2000 Rev B	4/04	Consolidated Comprehensive Emergency Management Plan	Mod 232
3.5.1.2	KBM-ST-2.1	02/99	Medical Standards	Mod 205
3.5.2	KHB 1820.3D (T)	11/01	KSC Hearing Conservation	Mod 205
3.5.2	KHB 1820.4C (T)	11/00	KSC Respiratory Protection Program	Mod 205
3.5.2	KNPG 1840.19	02/03	KSC Industrial Hygiene	Mod 205
3.5.2	KHB 1860.1D (T)	08/01	KSC Ionizing Radiation Protection Program	Mod 205
3.5.2	KHB 1860.2C (T)	01/01	KSC Non-Ionizing Radiation Protection Program	Mod 205
3.5.2	KHB 1870.1D (T)	11/00	KSC Sanitation and Pollution Control Handbook	Mod 205
3.5.2	KNPD 1800.2B	06/02	KSC Hazard Communications	Mod 205
3.5.2	KMI 1800.1D	10/00	KSC Environmental Health Program	Mod 205
3.5.2	KSC-PLN-1903, Basic	N/A	Radiological Controls for Major Radiological	Mod 205
3.5.2.1	ACGIH	2003	Threshold Limit Values for Chemical Substances and Physical Agents	Mod 205
3.5.2.1	OSHA 1910.1000	05/71	Air Contaminants	Mod 205
3.5.3	32 CFR 989	03/03	Environmental Impact Analysis Process	Mod 205
3.5.3	AFI 32-7001	05/94	Environmental Budgeting	Mod 205
3.5.3	AFI 32-7045	07/98	Environmental Compliance Assessment and Management Program	Mod 205
3.5.3	KHB 8800.6 (T)	01/93	Environmental Control Handbook	

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.5.3	KHB 8800.7	02/02	Waste Management Handbook	Mod 205

KCA # 4047

REV: BASIC

7/24/98

INTERCONNECTION AGREEMENT

BETWEEN

FLORIDA POWER & LIGHT COMPANY

AND THE

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

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1 **Section 1.07 - Past Due After Date:** Thirty days from the date NASA receives an invoice. NASA
2 is deemed to receive an invoice on (i) the date NASA actually receives and annotates the date of receipt
3 at the time of actual receipt on the invoice or (ii) on the date of the invoice if NASA has failed to
4 annotate the invoice with the date of receipt at the time of actual receipt. If the Past Due After Date falls
5 on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and government
6 business is not expected to be conducted, payment may be made on the following business day without
7 incurring a late payment interest penalty.

8 **Section 1.08 - Point of Change of Ownership:** The point(s) at which the NASA Facilities connect to
9 the FPL Facilities as shown on Exhibit A to this Agreement.

10 **Section 1.09 - Protective Equipment:** Includes, but shall not be limited to, protective relays, relaying
11 panels, relaying cabinets, circuit breakers, conduits, cabling, current transformers, potential
12 transformers, coupling capacitor voltage transformers, wave traps, transfer trip and fault recorders,
13 which directly or indirectly provide input to relays, fiber optic communication equipment, power line
14 carrier equipment and telephone circuits, and any other equipment necessary to implement the protection-
15 related provisions of this Agreement.

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ARTICLE II

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TERM

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21 **Section 2.01 - Term:** The term of this Agreement shall commence on the date hereof and shall, except
22 as provided in this Section 2.01 and in Section 12.01, continue in effect for an initial term which shall
23 expire August 1, 2013, and thereafter shall automatically be extended for periods of two years each;
24 however, either Party may terminate this Agreement at the end of the initial term or at the end of any
25 two year extension hereof upon a minimum of two years' advance written notice to the other Party, or
26 at any time upon mutual consent of the Parties. Upon any termination, NASA shall reimburse FPL for
27 all non-reimbursed costs and expenses incurred by FPL pursuant to this Agreement.

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ARTICLE III

CONSTRUCTION OF INTERCONNECTION FACILITIES

Section 3.01 - Interconnection Facilities: The Parties shall, pursuant to this Agreement, design, engineer, modify, upgrade, install and construct the Interconnection Facilities necessary to connect the NASA Generation Facility with FPL's system. A list of the major components of the Interconnection Facilities to be provided by FPL is set forth on Exhibit B to this Agreement.

Section 3.01.01 - Construction Responsibilities of FPL: FPL shall, at NASA's expense, design, engineer, modify, upgrade, install, construct and own the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, as FPL determines necessary to interconnect the NASA Generation Facility with FPL's system in a safe and reliable manner. Further, the design, engineering, modification, upgrade, installation and construction shall comply with all applicable laws, regulations and codes, including the National Electrical Safety Code, and shall be in accordance with prudent utility practices and FPL standards. FPL's estimate of these costs is shown on Exhibit C - Estimate of Interconnection Costs.

Section 3.01.02 - Construction Responsibilities of NASA: NASA shall, at its own expense, design, engineer, modify, upgrade, install, construct and own the Interconnection Facilities on NASA's side of the Point of Change of Ownership necessary to interconnect the NASA Generation Facility with FPL's system in a safe and reliable manner. It is understood that NASA has, by separate agreement and delivery order, contracted for the design of such Interconnection Facilities on NASA's side of the Point of Change of Ownership with the exception of two FPL cabinets containing Interconnection Equipment. It is further understood and agreed that the design, engineering, modification, upgrade, installation and construction of such Interconnection Facilities shall comply with all applicable laws, regulations and codes, including the National Electrical Safety Code, and shall be in accordance with prudent utility practices.

Section 3.02 - NASA Facilities: NASA shall, at its own expense, design, engineer, modify, upgrade, install, construct and own those NASA Facilities which interconnect the NASA Generation Facility with

1 FPL's system, and shall make any additions and/or modifications to such NASA Facilities as required
2 to accommodate such interconnection in a safe and reliable manner.

3 **Section 3.03 - Final FPL Design:** The Parties recognize and agree that FPL's design, configuration and
4 estimated costs of the Interconnection Facilities on FPL's side of the Point of Change of Ownership,
5 including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of
6 Ownership (as delineated on Exhibits A, B and C to this Agreement) are based on preliminary technical
7 data for the NASA Generation Facility and the Interconnection Facilities provided by NASA on NASA's
8 side of the Point of Change of Ownership, and FPL's design, configuration and estimated costs can only
9 be finalized upon FPL's receipt of final technical data from NASA. The Parties shall use best efforts
10 to coordinate the final design and configuration to ensure proper coordinated operation of the
11 Interconnection Facilities. FPL may revise its design, configuration and estimate of costs for
12 Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two relay
13 cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership, in accordance
14 with prudent utility practices and FPL standards, including, but not limited to, revisions made upon
15 receipt of any additional or revised information from NASA (costs may only be revised pursuant to
16 Sections 6.01 and 6.01.01).

17 **Section 3.04 - Delays:** Based on the preliminary design of the Interconnection Facilities, FPL expects
18 to complete the design and construction of the Interconnection Facilities on FPL's side of the Point of
19 Change of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the
20 Point of Change of Ownership, within 365 days of execution of this Agreement contingent upon (i)
21 NASA completing construction of the Interconnection Facilities on NASA's side of the Point of Change
22 of Ownership within 365 days of execution of this Agreement, which construction by NASA shall
23 exclude two FPL cabinets containing Interconnection Equipment located on NASA's side of the Point of
24 Change of Ownership and, (ii) the receipt of all final technical data from NASA. Both Parties agree that
25 such expected completion time is based on preliminary technical data for the NASA Generation Facility
26 and the Interconnection Facilities provided by NASA and can only be reasonably finalized after both
27 Parties coordinate and complete the final design and configuration of the Interconnection Facilities as
28 stated in Section 3.03 of this Agreement. Each Party shall keep the other Party informed of construction
29 schedules for the Interconnection Facilities under this Agreement and of any change(s) to the final design
30 or configuration of the Interconnection Facilities or to estimated completion times, including the reason(s)

1 for such change(s). Both Parties shall confer, coordinate and negotiate a revised construction schedule
2 should material changes to the final design of the Interconnection Facilities occur. Each Party agrees
3 to provide to the other Party periodic progress reports on the status of its (their) respective project(s).

4
5 **ARTICLE IV**

6 **INTERCONNECTION FACILITIES - SAFETY AND RELIABILITY**

7
8 **Section 4.01 - NASA Generation Facility:** The NASA Generation Facility is an emergency generation
9 facility and is not a "qualifying facility" under applicable state or federal laws or regulations.

10 **Section 4.02 - General:** FPL and NASA shall operate and maintain their respective Interconnection
11 Facilities in a safe and reliable manner and in accordance with prudent utility practices so as to protect
12 the reliability of FPL's system and the NASA Facilities.

13 **Section 4.02.01 - Hazardous or Unsafe Conditions:** NASA shall immediately notify FPL's
14 System Operator (or such other FPL representative as may be designated in writing by FPL) by
15 telephone at (305) 442-5744 in the event of NASA's discovery of any hazardous or unsafe
16 condition(s) associated with the Parties' operations that affect(s) the Interconnection Facilities
17 or FPL's system. If FPL detects any such condition(s), then FPL shall likewise contact the
18 operator of the NASA Generation Facility by telephone. Each Party agrees to immediately take
19 whatever corrective action is necessary and appropriate to eliminate the hazardous or unsafe
20 condition(s).

21 **Section 4.02.02 - Disconnections:** The NASA Generation Facility shall be promptly
22 disconnected from parallel operation with FPL's electrical system upon oral or written request
23 given by FPL to NASA whenever FPL reasonably determines that such disconnection is
24 necessary (i) to provide safe and reliable service to FPL's customers, (ii) to protect FPL's
25 generation, distribution or transmission facilities, or (iii) when the disconnection is reasonably
26 necessary for the purpose of maintenance, testing, repairs, replacements or installation of
27 equipment, or for investigations and inspections of electrical facilities. In addition, the NASA
28 Generation Facility may be automatically disconnected from parallel operation with FPL's system
29 through the operation of Protective Equipment. Following any disconnection of the NASA

1 Generation Facility, resynchronization of the NASA Generation Facility with FPL's electrical
2 system shall only be accomplished pursuant to Section 4.02.03.

3 **Section 4.02.03 - Synchronization:** Other than as a result of receipt of a Commercial/Industrial
4 Load Control ("CILC") signal from FPL, prior to the synchronization of the NASA Generation
5 Facility with FPL's system, including, but not limited to, resynchronization following
6 disconnection of the NASA Generation Facility pursuant to Section 4.02.02, the Parties'
7 Operating Representatives shall confer regarding such synchronization. The synchronization of
8 the NASA Generation Facility shall be accomplished utilizing NASA's synchronization
9 equipment, and in a safe and reliable manner consistent with FPL's practices for its own
10 equipment. Protective Equipment shall be installed by the Parties, at NASA's expense, to
11 prevent inadvertent synchronization of the NASA Generation Facility with FPL's system.
12

13 ARTICLE V

14 **OPERATION, MAINTENANCE AND CAPITAL IMPROVEMENTS**

15
16 **Section 5.01 - General:** Each Party shall own and be responsible for the operation and maintenance of
17 the Interconnection Facilities on such Party's side of the Point of Change of Ownership in accordance
18 with prudent utility practices.

19 **Section 5.02 - FPL's Interconnection Facilities:** FPL shall own and have the exclusive right to modify,
20 test, operate and maintain the Interconnection Facilities on FPL's side of the Point of Change of
21 Ownership, including the two FPL cabinets referenced in Section 1.01 located on NASA's side of the
22 Point of Change of Ownership. Additionally, FPL shall have the exclusive right to design, engineer,
23 install, construct, own, modify, test, operate and maintain any capital improvements and replacements
24 which FPL reasonably determines are required for the safe and reliable operation of the Interconnection
25 Facilities on FPL's side of the Point of Change of Ownership, including the two FPL cabinets referenced
26 in Section 1.01 located on NASA's side of the Point of Change of Ownership. FPL shall bill NASA for
27 costs incurred pursuant to this Section 5.02 in accordance with Sections 6.02, 6.02.01, 6.02.02, and 7.02
28 of this Agreement. Notwithstanding the above, to the extent that FPL makes any capital improvements
29 to the Interconnection Facilities on FPL's side of the Point of Change of Ownership for purposes other
30 than accommodating or maintaining the interconnection of the NASA Generation Facility with FPL's

1 system, NASA shall not be responsible for costs and expenses incurred by FPL in constructing, operating
2 and maintaining such capital improvements for such other purposes.

3 **Section 5.03 - NASA Facilities:** NASA shall own, operate and maintain the NASA Facilities.
4 Additionally, NASA shall design, engineer, install, construct, own, operate and maintain any capital
5 improvements which NASA reasonably determines are required for the NASA Facilities. NASA shall
6 coordinate such capital improvements with FPL. NASA shall fulfill its obligations under this Section
7 5.03 at its own expense.

8 **Section 5.04 - Changes by NASA:** NASA shall submit to FPL, for FPL's review and approval or
9 disapproval, any proposed change(s) to the NASA Generation Facility when such proposed change(s)
10 could materially affect the electrical output, capability or reliability of the NASA Generation Facility or
11 FPL's system. Change(s) proposed by NASA shall not be made prior to NASA's receipt of FPL's
12 written approval, which shall not be unreasonably withheld. FPL's approval or disapproval shall be
13 provided to NASA as soon as reasonably practicable. NASA shall provide FPL with sufficient project
14 details and adequate advance written notice to allow FPL to properly evaluate the effect of the change(s)
15 on the interconnected operation of the NASA Generation Facility with FPL's system.

16 **Section 5.05 - Parallel Operations and Limitations:**

17 **Section 5.05.01 - Commercial/Industrial Load Control Program:** The Parties understand and
18 agree that upon installation and testing of all equipment generally shown on Exhibit A, the
19 Interconnection Facilities are configured for parallel operation through FPL's C-5 Substation to
20 enable NASA to conform to the terms of, and to participate in, FPL's CILC program.

21 **Section 5.05.02 - Limitation on Duration and Frequency of Certain Parallel Operations:**

22 NASA shall operate each of its seven generators in parallel with FPL's system for periods not
23 to exceed one hour per occurrence, a maximum of twelve times a year, for the purposes of
24 exercising each generator in parallel with FPL's system during periods of emergency conditions,
25 for testing and/or periodic maintenance to ensure the reliability of the NASA Generation Facility
26 and the NASA Facilities. In addition, NASA shall operate its generators as required by FPL's
27 CILC tariff. NASA shall provide to the FPL Operating Representative a schedule indicating
28 those periods during which each of NASA's seven generators may operate in parallel with FPL's
29 system for testing and/or maintenance purposes. Such schedule shall be provided annually and
30 may be subsequently revised prior to NASA's exercising each generator in parallel with FPL's

1 system for purposes of testing and/or maintenance during a period not indicated in the schedule
2 in effect at that time. In case of any such revision, NASA shall notify FPL at least seventy-two
3 hours prior to exercising each generator in parallel.

4 **Section 5.06 - Harmonics:** NASA shall take whatever measures are necessary to maintain the harmonic
5 distortion levels to those which are recommended by IEEE Standard 519. The harmonics quantity shall
6 be measured at the Point of Change of Ownership.

7
8 **ARTICLE VI**
9 **COST RESPONSIBILITIES**

10
11 **Section 6.01 - NASA's Cost Responsibilities for Design and Construction:** NASA, pursuant to
12 applicable state laws and regulations regarding, but not limited to, contribution in aid of construction and
13 interconnections, shall be responsible for, and hereby agrees to reimburse FPL for, FPL's reasonably
14 incurred costs and expenses, subject to the not to exceed conditions stated in this Section 6.01, in
15 performing its obligations under this Agreement, including, but not limited to:

- 16 (a) All direct and indirect costs of land, other property rights, labor, material, services and
17 studies incurred by FPL in connection with the ownership, design, and construction of
18 the Interconnection Facilities on FPL's side of the Point of Change of Ownership and all
19 other equipment installed by FPL in the performance of its obligations under this
20 Agreement;
- 21 (b) Payroll and other expenses of FPL's employees incurred in connection with FPL's
22 performance of its design and construction obligations under this Agreement, including
23 allowances to reflect the costs of payroll-related taxes, insurance (including that related
24 to Workers' Compensation, Employers' Liability and Unemployment Compensation
25 Insurance), pensions, benefits and overheads; overhead loading rates shall be calculated
26 in accordance with FPL's then-current jobbing procedures, and may include indirect
27 engineering and supervision expenses, and other overhead expenses;
- 28 (c) Costs of labor, services and studies performed for FPL by contractors, jobbers and
29 consultants in connection with FPL's performance of its obligations under this
30 Agreement, including allowances for overheads as provided in item (b) above;

- 1 (d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts
2 incurred in connection with FPL's performance of its obligations under this Agreement,
3 including rental charges, transportation and stores expenses applicable to such costs; and
4 (e) All costs imposed upon FPL in connection with FPL's performance of its obligations
5 under this Agreement, including all federal, state and local taxes, impositions or
6 assessments of any character, property taxes and income taxes.

7 An estimate of the costs and expenses FPL expects to incur for designing, acquiring land and land rights,
8 engineering, modifying, upgrading, installing and constructing the Interconnection Facilities on FPL's
9 side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01
10 on NASA side of the Point of Change of Ownership, is shown on Exhibit C to this Agreement. In no
11 event shall NASA's obligation to pay FPL for costs and expenses incurred, pursuant to this Agreement,
12 exceed such estimate without prior mutual agreement of both Parties.

13 **Section 6.01.01 - Prior Notification Required:** Except as specified in Section 6.01.02, FPL
14 shall provide written notification to NASA for approval prior to incurring capital costs and
15 expenses associated with designing, engineering, modifying, upgrading, installing or constructing
16 Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the two
17 relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of Ownership,
18 which would cause FPL to exceed the total Estimate of Interconnection Costs set forth on Exhibit
19 C.

20 **Section 6.01.02 - Exceptions to Prior Notification Requirement:** Costs and expenses incurred
21 by FPL in responding to any emergency event(s), relating to Interconnection Facilities and where
22 verbal or written notification of NASA is not possible, will be subject to notification after the
23 event. Notification of an emergency-related expense will be provided by FPL to NASA by FAX
24 transmission within four business days following the occurrence of an emergency event.

25 **Section 6.02 - NASA's Cost Responsibilities for Operation, Maintenance, and Capital**

26 **Improvement:** NASA, pursuant to applicable state laws and regulation regarding, but not limited to,
27 the operation, maintenance, and capital improvement of interconnection facilities, shall be responsible
28 for, and hereby agrees to reimburse FPL for FPL's reasonably incurred costs and expenses, subject to
29 the not to exceed conditions stated in this Section 6.02, for the operation, maintenance, modification,
30 improvement, or replacement of the Interconnection Facilities on FPL's side of the Point of Change of

1 Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of
2 Change of Ownership, including, but not limited to:

- 3 (a) All direct and indirect costs of land, other property rights, labor, material, services and
4 studies incurred by FPL in connection with the operation, maintenance, modification,
5 improvement, or replacement of the Interconnection Facilities on FPL's side of the Point
6 of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on
7 NASA side of the Point of Change of Ownership, and all other equipment installed by
8 FPL under this Agreement;
- 9 (b) Payroll and other expenses of FPL's employees incurred in connection with the
10 operation, maintenance, modification, improvement, or replacement of the
11 Interconnection Facilities on FPL's side of the Point of Change of Ownership, including
12 the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change
13 of Ownership, and all other equipment installed by FPL under this Agreement, including
14 allowances to reflect the costs of payroll-related taxes, insurance (including that related
15 to Workers' Compensation, Employers' Liability and Unemployment Compensation
16 Insurance), pensions, benefits and overheads; overhead loading rates shall be calculated
17 in accordance with FPL's then-current jobbing procedures, and may include indirect
18 engineering and supervision expenses, and other overhead expenses;
- 19 (c) Costs of labor, services and studies performed for FPL by contractors, jobbers and
20 consultants in connection with the operation, maintenance, modification, improvement,
21 or replacement of the Interconnection Facilities on FPL's side of the Point of Change of
22 Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side
23 of the Point of Change of Ownership, and all other equipment installed by FPL under
24 this Agreement, including allowances for overheads as provided in item (b) above;
- 25 (d) Costs of materials, supplies, tools, machines, equipment, apparatuses and spare parts
26 incurred in connection with the operation, maintenance, modification, improvement, or
27 replacement of the Interconnection Facilities on FPL's side of the Point of Change of
28 Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side
29 of the Point of Change of Ownership, and all other equipment installed by FPL under

1 this Agreement, including rental charges, transportation and stores expenses applicable
2 to such costs; and

- 3 (e) All costs imposed upon FPL in connection with the operation, maintenance, modification,
4 improvement, or replacement of the Interconnection Facilities on FPL's side of the Point
5 of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on
6 NASA side of the Point of Change of Ownership, and all other equipment installed by
7 FPL under this Agreement, including all federal, state and local taxes, impositions or
8 assessments of any character, property taxes and income taxes.

9 In no event shall FPL exceed the 12 month budget, referenced in Section 7.02 of this Agreement, for
10 the operation, maintenance, modification, improvement, or replacement of the Interconnection Facilities
11 on FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in
12 Section 1.01 on NASA side of the Point of Change of Ownership, without the prior mutual agreement
13 of both Parties. Costs and expenses related to emergency event(s), as defined in Section 7.02, are not
14 included in the 12 month budget for the operation, maintenance, modification, improvement, or
15 replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership,
16 including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of
17 Ownership, and shall be billed separately pursuant to Section 7.02.

18 **Section 6.02.01 - Prior Notification Required:** Except as specified in Section 6.02.02, FPL
19 shall provide written notification to NASA for approval prior to incurring capital costs and
20 expenses associated designing, engineering, installing, constructing, modifying, and maintaining
21 any capital improvements and replacements which would cause FPL to exceed the 12 month
22 budget for the operation and maintenance of the Interconnection Facilities on FPL's side of the
23 Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01 on
24 NASA side of the Point of Change of Ownership, as referenced in Section 7.02 of this
25 Agreement.

26 **Section 6.02.02 - Exceptions to Prior Notification Requirement:** Costs and expenses incurred
27 by FPL in responding to any emergency event(s), relating to Interconnection Facilities and where
28 verbal or written notification of NASA is not possible, will be subject to notification after the
29 event. Notification of an emergency-related expense will be provided by FPL to NASA by FAX
30 transmission within four business days following the occurrence of an emergency event.

1
2 **Section 6.03 - FPL's Cost-Related Responsibilities:** FPL shall be responsible for billing NASA for
3 any costs and expenses owed by NASA to FPL pursuant to this Agreement. Additionally, FPL shall not
4 be responsible for costs and expenses incurred by NASA in fulfilling NASA's obligations pursuant to this
5 Agreement.

6 **ARTICLE VII**

7 **BILLING AND PAYMENT**

8 **Section 7.01 - Billing and Payment for FPL Facilities:**

9 **Section 7.01.01 - Initial Payments:** Within thirty days of execution of this Agreement, NASA
10 shall remit to FPL a check for the total preliminary cost estimate as shown on Exhibit C. FPL
11 shall apply these payments against NASA's final billing.

12 **Section 7.01.02 - Final Billing and Payment:** As soon as practicable after FPL closes out its
13 construction project, FPL shall provide NASA an invoice for all actual costs and expenses
14 incurred by FPL for designing, engineering, modifying, upgrading, installing and constructing
15 the Interconnection Facilities on FPL's side of the Point of Change of Ownership, including the
16 two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of
17 Ownership, pursuant to this Agreement. If the final bill amount for the interconnection costs
18 exceeds the sum of the initial payments received by FPL from NASA pursuant to Section 7.01.01
19 and Exhibit C, FPL will issue an invoice to NASA for the amount of the difference. In no event
20 shall NASA's obligation to pay FPL for costs and expenses incurred by FPL for designing,
21 engineering, modifying, upgrading, installing and constructing FPL's Facilities pursuant to this
22 Agreement exceed the Estimate of Interconnection Costs shown in Exhibit C without the prior
23 mutual consent of both Parties. Such invoice shall be due when rendered and payable on or
24 before the Past Due After Date in immediately available funds, or by other mutually agreeable
25 method of payment. If the bill is not paid in full on or before the Past Due After Date, it shall
26 be deemed delinquent and shall accrue interest thereafter at the Late Payment Interest Rate,
27 prorated for the past due period, until fully paid. If the final bill amount for the interconnection
28 costs is less than the sum of the initial payments received by FPL from NASA pursuant to
29 Section 7.01.01 and Exhibit C, FPL will refund NASA the amount of the difference by check
30 or by other mutually agreeable method of payment.

1
2 **Section 7.02 - Budgeting, Billing and Payment for Operation and Maintenance Expenses:** FPL shall
3 annually provide to NASA a budget for the operation, maintenance, modification, improvement or
4 replacement of the Interconnection Facilities on FPL's side of the Point of Change of Ownership,
5 including the two relay cabinets referenced in Section 1.01 on NASA side of the Point of Change of
6 Ownership. Each such budget shall be provided to NASA by June 1 of the then-current year and cover
7 the 12-month period from October 1 of the then-current year to September 30 of the following year. FPL
8 shall bill NASA a service charge to recover from NASA all costs and expenses incurred by FPL for
9 operation, maintenance, modification, improvement or replacement of the Interconnection Facilities on
10 FPL's side of the Point of Change of Ownership, including the two relay cabinets referenced in Section
11 1.01 on NASA side of the Point of Change of Ownership, pursuant to this Agreement. Such service
12 charge shall be billed quarterly and appear as a separate line item on NASA's monthly electric bill.
13 Charges and expenses resulting from emergency event(s) are not included in the 12 month budget for the
14 operation, maintenance, modification, improvement or replacement of Interconnection Facilities on FPL's
15 side of the Point of Change of Ownership, including the two relay cabinets referenced in Section 1.01
16 on NASA side of the Point of Change of Ownership, and shall be billed, on a quarterly basis, as a
17 separate line item on NASA's monthly electric bill. An emergency event shall be defined as any
18 malfunction or failure of Interconnection Facilities which requires prompt, unscheduled actions, repairs,
19 or equipment change-outs by FPL to ensure the safe and reliable operation of the Interconnection
20 Facilities. FPL shall provide NASA information to support all such quarterly service and emergency
21 charges. Furthermore, FPL shall provide, upon NASA's request, a statement of purpose and necessity
22 regarding any capital improvement to the Interconnection Facilities on FPL's side of the Point of Change
23 of Ownership, including the two relay cabinets referenced in Section 1.01 on NASA side of the Point
24 of Change of Ownership. All such payments shall be due when rendered and payable on or before the
25 Past Due After Date in immediately available funds, or by other mutually agreeable method of payment.
26 Bills not paid on or before the Past Due After Date shall be deemed delinquent and shall accrue interest
27 thereafter at the Late Payment Interest Rate until fully paid.

28 **Section 7.03 - Disputed Bills:** In the event that any portion of any bill is in bona fide dispute, payment
29 of the entire billed amount shall be made when due, but the disputed portion of the bill may be paid under
30 protest. Payments made and designated "Paid under Protest" shall be accompanied by the reason(s) for

1 such protest and, to the extent possible, the amount paid under protest shall be specified. Upon final
2 determination of the correct amount, any refund due NASA resulting from the settlement of the dispute
3 shall be payable to NASA within fifteen days and shall accrue interest at the Late Payment Interest Rate
4 from one day after FPL received such overpayment from NASA, unless the dispute is resolved by a
5 settlement between the Parties which provides otherwise. Pursuant to Section 25-22.032 of the Florida
6 Administrative Code and other applicable state laws, billing disputes between FPL and NASA are under
7 the jurisdiction of the Florida Public Service Commission. If a billing dispute cannot be resolved by
8 mutual agreement of the Parties, NASA and FPL may resolve the billing dispute according to the
9 regulations contained in Section 25-22.032 of the Florida Administrative Code.

10 **Section 7.04 - Disconnection of Facilities:** In the event that NASA (i) fails to pay to FPL any sum
11 when due, or (ii) does not, under Section 6.01, 6.01.01, 6.02, 6.02.01, 7.01.02 or Section 7.02, concur
12 with and approve FPL's proposed action(s), then FPL shall have the right, in addition to all other rights
13 and remedies available to FPL under this Agreement and under applicable law, to take all necessary
14 actions to disconnect the NASA Generation Facility and the NASA Facilities from parallel operation with
15 the FPL system to the extent permitted by law. Pursuant to this Section 7.04, FPL shall give NASA
16 at least thirty (30) days' advance written notice of its intention to take action to disconnect the NASA
17 Generation Facility and the NASA Facilities, and NASA shall have such thirty-day period in which to
18 pay such sum, including accrued interest thereon. FPL shall disconnect the NASA Generation Facility
19 and the NASA Facilities from parallel operation with the FPL system upon termination of this
20 Agreement.

21 **Section 7.05 - Reimbursement of Costs Imposed on FPL:** NASA agrees to reimburse and indemnify
22 and hold FPL harmless and make it whole for any and all local, Florida or federal income tax
23 consequences resulting from FPL's receipt of any sum(s) of money from NASA, or for the construction
24 work performed and facilities conveyed pursuant to this Agreement, whether or not determined to be
25 gross revenue, contribution in aid of construction or otherwise, including, without limiting the generality
26 of the foregoing, additional tax on any sum(s) or facilities received hereunder.

27 **Section 7.06 - Challenges to Bills:** Either Party may challenge the correctness of any bill or billing
28 adjustment pursuant to this Agreement no later than twelve months after the date payment of such bill
29 or billing adjustment is due. If a Party does not challenge the correctness of a bill or billing adjustment
30 within such twelve-month period, such bill or billing adjustment shall be binding upon that Party and shall

1 not be subject to challenge. Any such challenge must be in writing. Where it is determined as a result
2 of any such challenge that an adjustment to a bill or a previous billing adjustment is appropriate, such
3 adjustment shall include interest accrued at the Late Payment Interest Rate for each applicable month
4 from the time the bill was originally rendered until such month as the billing adjustment is made pursuant
5 to this Section 7.06.

6
7 **ARTICLE VIII**

8 **OPERATING REPRESENTATIVES**

9
10 **Section 8.01 - Operating Representatives:** Each Party shall appoint, or cause its designee to appoint,
11 an Operating Representative who shall be the person responsible for the daily operations of that Party,
12 and shall notify, or cause its designee to notify, the other Party of such appointment. Each Party or its
13 designee will also appoint an alternate Operating Representative to act for it in the absence of the primary
14 Operating Representative, and may change such appointment(s) of primary or alternate Operating
15 Representative(s) at any time by similar written notice. The Operating Representatives shall hold
16 meetings at the request of either Party at a time and place agreed by the Parties to review the duties set
17 forth herein or to discuss any other matters within the scope of their authority. The Operating
18 Representatives shall be responsible for effecting such duties as may be required of them, including, but
19 not limited to, start-up and synchronization of the NASA Generation Facility, and any other duties as
20 may be conferred upon them by mutual agreement of FPL and NASA. Each Party shall cooperate in
21 providing to the Operating Representatives all information required in the performance of their duties.
22 All decisions and agreements made by the Operating Representatives shall be evidenced in writing.

23
24 **ARTICLE IX**

25 **INDEMNITY**

26
27 **Section 9.01 - Indemnification:** FPL and NASA shall each be responsible for its own facilities. FPL
28 and NASA shall each be responsible for ensuring adequate safeguards for other FPL customers, FPL and
29 NASA personnel and equipment, and for the protection of its own generating system. FPL and NASA,
30 to the extent permitted by the Federal Tort Claims Act (28 U.C.S. §§1346, 2671 et seq.), shall each

1 indemnify and save the other harmless from any and all claims, demands, costs or expenses for loss,
2 damage or injury to persons or property caused by, arising out of, or resulting from:

- 3 (i) Any act or omission by a Party or that Party's contractors, agents, servants and
4 employees in connection with the installation, operation or maintenance of that Party's
5 generation, transmission and distribution systems, or the operation thereof in connection
6 with the other Party's system;
- 7 (ii) Any defect in, failure of, or fault related to, a Party's generation, transmission and
8 distribution systems;
- 9 (iii) The negligence of a Party or negligence of that Party's contractors, agents, servants and
10 employees; or
- 11 (iv) Any other event or act that is the result of, or proximately caused by, a Party.

12
13 Each Party's indemnity - related obligation(s) hereunder shall be limited to \$1,000,000 per occurrence.
14
15

16 **ARTICLE X**
17 **LIMITATION OF LIABILITY**
18

19 **Section 10.01 - Limitation of Liability:** In no event shall either Party be liable (in contract or in tort,
20 including negligence, or otherwise) to the other Party or its suppliers or its subcontractors for indirect,
21 incidental or consequential damages resulting from a Party's performance, non-performance or delay in
22 performance of its obligations under this Agreement.
23
24

25 **ARTICLE XI**
26 **FORCE MAJEURE**
27

28 **Section 11.01 - Force Majeure:** In the event that either Party should be delayed in, or prevented from,
29 performing or carrying out any of the agreements, covenants and obligations to interconnect the NASA
30 Generation Facility with FPL's system made by, or imposed by this Agreement upon, said Party, by

1 reason of or through any cause reasonably beyond its control (not attributable to its or its contractors'
2 or suppliers' neglect or lack of due diligence), including, but not limited to, strikes, lockouts or other
3 labor disputes or difficulties, riot, fire, flood, ice, invasion, civil war, hurricanes, insurrection, military
4 or usurped power, action or inaction of any civil or military authority (including courts and governmental
5 or administrative agencies), explosion, act of God or public enemies, then, in each such case or cases,
6 the Party who is unable to perform shall not be liable to the other Party for, or on account of, any loss,
7 damage, injury or expense (including consequential damages and cost of replacement power) resulting
8 from or arising out of any such delay or prevention from performing; provided, however, the Party
9 suffering any such delay or prevention shall use due and, in its judgment, practicable diligence to remove
10 the cause(s) thereof; and provided, further, neither Party shall be required by the foregoing provisions
11 to settle a strike, lockout or other labor dispute affecting it except when, according to its own best
12 judgment, such a settlement seems advisable. Events of Force Majeure affecting NASA shall not excuse
13 NASA from its obligations under Article IX, or to make payment for any charges payable pursuant to
14 this Agreement. A Party experiencing an event of Force Majeure shall notify the other Party thereof as
15 soon as practicable.

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ARTICLE XII

MISCELLANEOUS

Section 12.01 - Default: If either Party shall default in any of its material obligations under this Agreement and such Party fails to cure the default within thirty days after receipt of notice thereof is given in writing by the other Party, the Party not in default may terminate this Agreement by written notice thereof to the Party in default, effective thirty days after such notice of termination is given. If such default is remedied during the thirty-day period following notice of termination, this Agreement shall not be terminated due to such default; provided, however, if it is not feasible to correct such default within thirty days after written notice of such default has been delivered to the defaulting Party by the other, but it is and remains feasible to correct such default within one year after such notice, it shall not constitute grounds for termination hereunder until the earliest feasible date within such one-year period when a cure could be effected so long as (i) corrective action by the defaulting Party is instituted within ten days of the date of such notice, (ii) such corrective action is diligently pursued, (iii) the defaulting

1 Party provides to the other Party monthly written reports as to the nature and progress of such corrective
2 action, and (iv) such default is cured by the earliest feasible date within such one-year period.

3 **Section 12.02 - Responsibility for the NASA Generation Facility and the NASA Facilities:** In no
4 event shall any FPL statement, representation or lack thereof, either express or implied, relieve NASA
5 of its exclusive responsibility for the NASA Generation Facility and the NASA Facilities. Without
6 limiting the generality of the foregoing, any FPL inspection of the NASA Generation Facility and/or the
7 NASA Facilities shall not be construed as confirming or endorsing its (their) design or its (their)
8 operating or maintenance procedures, nor as a warranty or guarantee as to the safety, reliability or
9 durability of either the NASA Generation Facility equipment or the NASA Facilities. FPL's inspection,
10 acceptance or its failure to inspect shall not be deemed an endorsement of any equipment or procedure
11 related to the NASA Generation Facility or the NASA Facilities, nor shall such inspection, acceptance
12 or failure to inspect affect NASA's liability to FPL for damages suffered by FPL or otherwise
13 recoverable by FPL.

14 **Section 12.03 - Waivers:** Any waiver at any time by either Party hereto of its rights with respect to the
15 other Party, or with respect to any matter arising in connection with this Agreement, shall not be
16 considered a waiver with respect to any subsequent default or matter.

17 **Section 12.04 - Successors and Assigns:** This Agreement shall inure to the benefit of, and shall be
18 binding upon, the Parties hereto and their respective successors and assigns; provided, however, this
19 Agreement shall not be assignable or transferable in whole or in part by either Party without the written
20 consent of the other Party, which consent(s) shall not be unreasonably withheld, except that such written
21 consent(s) shall not be required (i) in the case of an assignment or transfer to a successor in the operation
22 of the assignor's or transferor's properties by reason of a merger, consolidation, sale or foreclosure,
23 where substantially all such properties are acquired by such successor, or (ii) in the case of an assignment
24 or transfer of all or part of the assignor's or transferor's properties or interests to a wholly-owned
25 subsidiary of the assignor or transferor or to another company in the same holding company as the
26 assignor or transferor.

27 **Section 12.05 - Effect of Section Headings:** Article and Section headings appearing in this Agreement
28 are inserted for convenience of reference only and shall in no way be construed to be interpretations of
29 the text of this Agreement.

1 **Section 12.06 - Exhibits:** As used throughout this Agreement, the term "Agreement" shall include any
2 and all Exhibits hereto, as such Exhibits may be amended from time to time.

3 **Section 12.07 - Relationship of the Parties:** Nothing contained in this Agreement shall be construed
4 to create an association, joint venture, partnership or any other type of business entity between or among
5 FPL, NASA and/or any other party.

6 **Section 12.08 - No Dedication of the System:** Any undertaking by either Party to the other Party under
7 any provision(s) of this Agreement shall not constitute the dedication of the system, or any portion
8 thereof, of either Party to the public or to the other Party, and it is understood and agreed that any such
9 undertaking by either of the Parties shall cease upon termination of this Agreement.

10 **Section 12.09 - Notices:** Any notice contemplated by this Agreement shall be made in writing and shall
11 be delivered either in person, by prepaid telegram, by telex or facsimile transmission, by deposit in the
12 United States mail, first class, postage prepaid, or by prepaid overnight courier, as specified below:

13 In the case of FPL:

14 Florida Power & Light Company
15 Attention: Manager, Transmission Services
16 9250 West Flagler Street
17 Miami, Florida 33174

18 In the case of NASA:

19 National Aeronautics and Space Administration
20 Attention: Contracting Officer / OP
21 John F. Kennedy Space Center, FL 32899

22
23 Other person(s) may be designated by FPL or NASA. Any Party's designation of the person(s) to be
24 notified or the address(es) of such person(s) may be changed by such Party at any time, or from time to
25 time, by similar notice.

26 **Section 12.10 - Complete Agreement:** This Agreement is intended as the exclusive, integrated
27 statement of the agreement between the Parties. This Agreement shall not be amended or modified, and
28 no waiver of any provision hereof shall be effective, unless set forth in a written instrument executed by
29 the Parties.

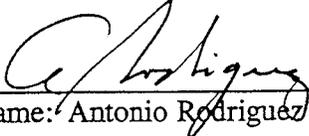
1 **Section 12.11 - Execution of Counterparts:** This Agreement may be executed in counterparts, each
2 of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

3 (The next page is the signature page)

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IN WITNESS WHEREOF, FPL and NASA have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the date and year first above stated.

FLORIDA POWER & LIGHT COMPANY

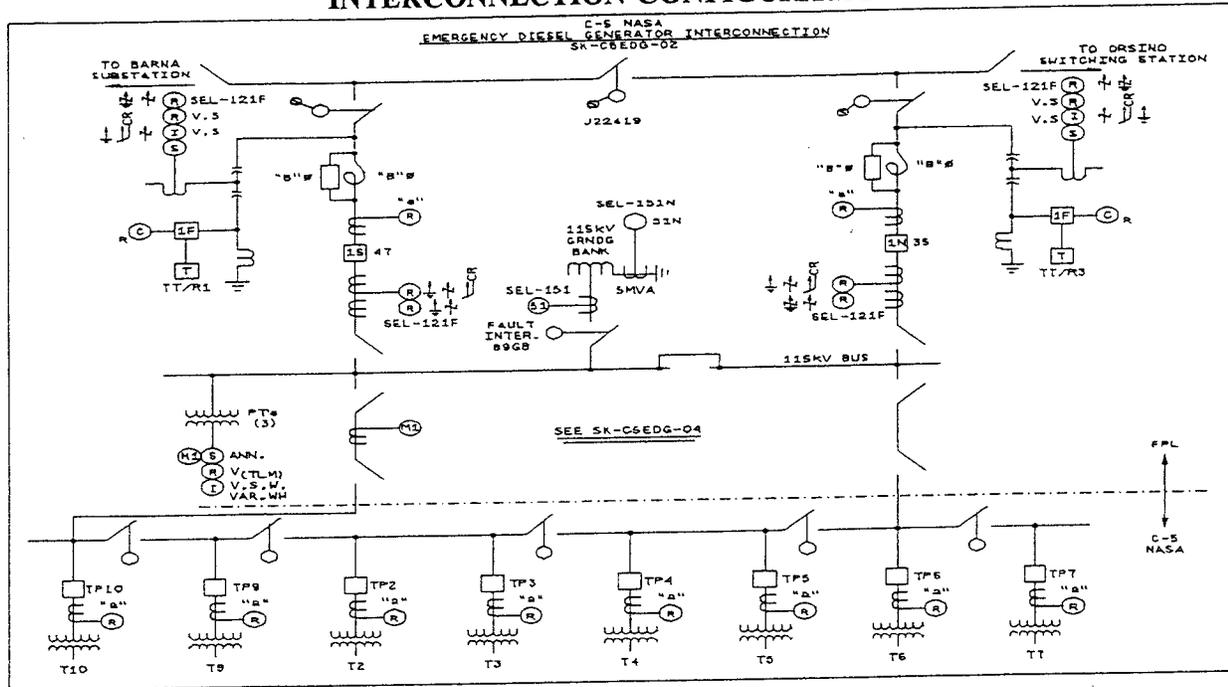
By: 
Name: Antonio Rodriguez
Title: Vice President

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

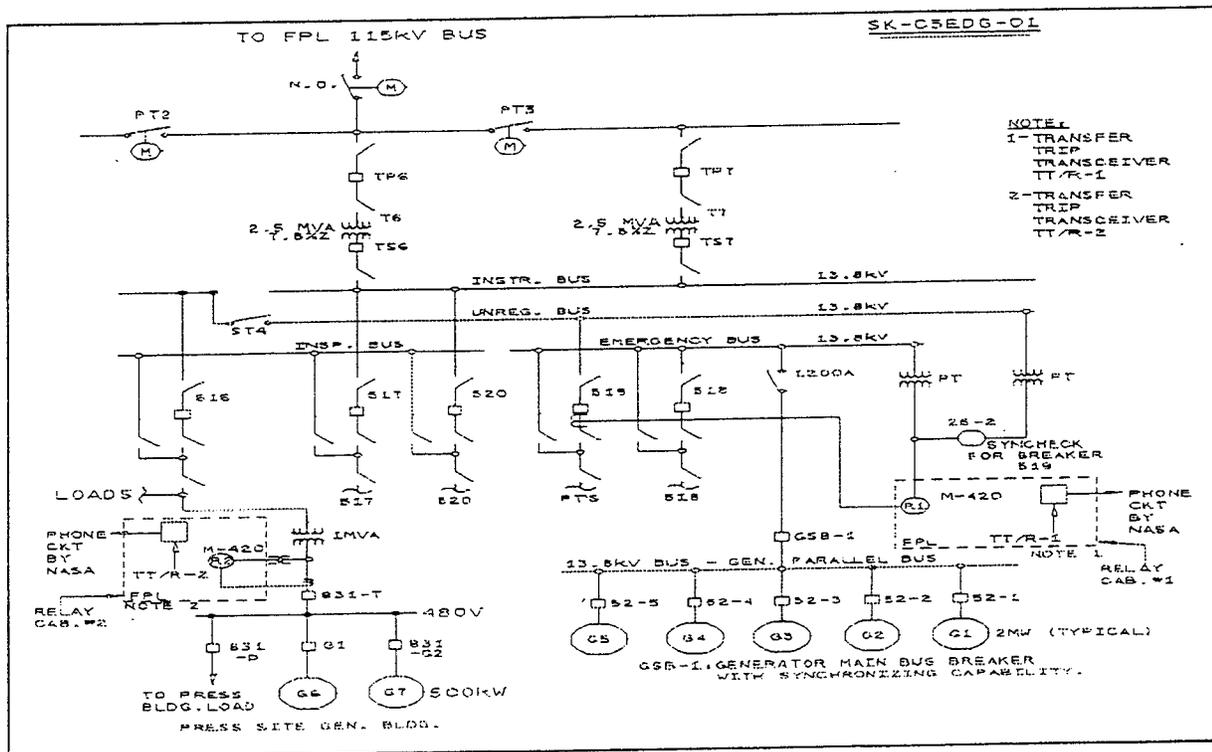
By: 
Name: Marlo Krisberg
Title: Contracting Officer

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INTERCONNECTION AGREEMENT BETWEEN FLORIDA POWER & LIGHT COMPANY AND NASA EXHIBIT A INTERCONNECTION CONFIGURATION



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**INTERCONNECTION AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

**EXHIBIT B
INTERCONNECTION FACILITIES TO BE PROVIDED BY FPL**

Following are the major equipment and components of the Interconnection Facilities:

To be located at C-5:

- One 115 kV grounding bank with a 115 kV fault interrupter switch
- One relay panel containing two power line carrier transfer trip receivers and associated tuning units
- One relay panel containing two zone distance Schweitzer type SEL-121F relays and auxiliary relays
- One phase time over current relay SEL-151 (grounding bank) and one neutral time over current relay SEL-151N (grounding bank)
- One back-up interconnection protection relay containing a Beckwith Relay M-0420 and auxiliary relays

To be located at Barna Substation:

- One relay panel containing one power line carrier transfer trip transmitter and associated tuning unit

To be located at Orsino Substation:

- One relay panel containing one power line carrier transfer trip transmitter and associated tuning unit
- One power line carrier transfer trip receiver and associated tuning units

To be located at Cape Canaveral Substation:

- One relay panel containing one power line carrier transfer trip transmitter and associated tuning unit

To be located at NASA's C-5 Emergency Generation Plant Site:

- One interconnection relay cabinet containing a Beckwith Relay M-0420, a transceiver, and auxiliary relays

To be located at NASA's Press Building Emergency Generation Site:

- One interconnection relay cabinet containing a Beckwith Relay M-0420, a transceiver, and auxiliary relays (Note: NASA to provide a dedicated phone circuit from the C-5 Emergency Generation Plant Site to the Press Building Emergency Generator Site)

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**INTERCONNECTION AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

EXHIBIT C

ESTIMATE OF INTERCONNECTION COSTS

The estimate of the costs and expenses FPL expects to incur for designing, engineering, modifying, upgrading, installing and constructing the Interconnection Facilities pursuant to this Agreement is approximately \$ 753,000.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 300	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) RECEIVED
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		7. ADMINISTERED BY (If other than item 6) GS CONTRACTS	

05 SEP -7 PM 1:50

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

DUPLICATE ORIGINAL

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

This modification decreases the contract estimated cost and fee for the de-scope of de-watering support for NASA non CoF projects and decrease in Work Load Indicator for NASA/KSC Solid Waste Management Unit (SWMU) sites to 60,000 gallons per fiscal year. The period of performance is from April 1, 2005 through September 30, 2008. The contract estimated cost and fee is decreased by \$ 1,235,075 (cost) and \$98,806 (fee) for a total decrease of \$ 1,333,881.

This change revises Article B-1, Section B of the Contract Schedule, Article B-3, Contract Value, Article B-4, Award Fee, Article G-2, Contract Funding, as shown on attached pages. Also incorporated into the contract is Revised Attachment 12, Workload Indicator 2.2.1.21, (all attached).

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lester S. Howard Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)	15C. DATE SIGNED 7 Sept 05
15D. UNITED STATES OF AMERICA	16B. DATE SIGNED <i>Lester S. Howard</i> (Signature of Contracting Officer) 7 Sept 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 282			
10/01/98-09/30/00	\$396,471,193	\$23,312,101	\$419,783,294
Neg. Cost Overrun MOD 135	\$9,200,000	\$0	\$9,200,000
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY99-FY00	\$405,671,193	\$23,312,101	\$428,983,294
		\$0	
(10/01/00-09/30/01)	\$215,632,877	\$13,048,103	\$228,680,980
Neg. Cost Overrun MOD 135	\$18,804,377	\$0	\$18,804,377
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY01	\$234,437,254	\$13,048,103	\$247,485,357
(10/01/01-09/30/02)	\$232,322,419	\$14,064,896	\$246,387,315
Neg. Cost Overrun MOD 135	\$19,865,904	\$0	\$19,865,904
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY02	\$252,188,323	\$14,064,896	\$266,253,219
(10/01/02-09/30/03)	\$243,998,145	\$15,172,674	\$259,170,819
Neg. Cost Overrun MOD 135	\$22,426,471	\$0	\$22,426,471
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			-
Total FY03	\$266,424,616	\$15,172,674	\$281,597,290
TOTAL BASIC PERIOD	\$1,159,834,872	\$65,597,774	\$1,225,432,646
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A (10/01/03-09/30/04)	\$242,035,839	\$15,292,435	\$257,328,274
Neg. Cost Overrun MOD 135	\$22,135,767	\$0	\$22,135,767
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No.			\$0
Total FY04	\$264,171,606	\$15,292,435	\$279,464,041
Option 3BA (10/01/03-09/30/04)	\$2,322,030	\$185,762	\$2,507,792
Option 5BA (10/01/03-09/30/04)	\$321,092	\$25,687	\$346,779
TOTAL OPTION 1A PERIOD	\$266,814,728	\$15,503,884	\$282,318,612

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 300			
OPTION 1B			
(10/01/04-09/30/05)	\$292,301,292	\$19,120,778	\$311,422,070
Neg. Cost Overrun MOD 135	\$25,895,945	\$0	\$25,895,945
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$127,231)	(\$10,179)	(\$137,410)
Total FY05	\$318,070,006	\$19,110,599	\$337,180,605
(10/01/05-09/30/06)	\$259,738,311	\$17,157,803	\$276,896,114
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	\$29,101,654
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$356,623)	(\$28,530)	(\$385,153)
Total FY06	\$288,483,342	\$17,129,273	\$305,612,615
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	\$612,085,503	\$36,682,444	\$648,767,947
TOTAL CONTRACT			
VALUE SEP98-SEP06	\$2,038,735,103	\$117,784,102	\$2,156,519,205
*Earned fees for past periods plus the available fees for future periods.			
Exercised options are moved above the Total Contract Value Line.			
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$264,589,361	\$17,465,604	\$282,054,965
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	\$31,867,270
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$369,132)	(\$29,531)	(\$398,663)
Total FY07	\$296,087,499	\$17,436,073	\$313,523,572
(10/01/07-9/30/08)	\$271,525,837	\$17,915,019	\$289,440,856
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	\$33,448,837
Cost Overrun	\$0	\$0	\$0
Mod No. Cost Overrun			\$0
Mod No. 300	(\$382,089)	(\$30,567)	(\$412,656)
Total FY08	\$304,592,585	\$17,884,452	\$322,477,037

	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	\$608,066,515	\$35,911,440	\$643,977,955
TOTAL CONTRACT			
VALUE INC. OPTIONS	\$2,646,801,618	\$153,695,542	\$2,800,497,160
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

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

BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 298	Total Award Fee For Mod 300	Adjusted Available Award Fee	Earned Award Fee Mod 298	Earned Award Fee Mod 300	Earned Award Fee	Award Fee Score and Mod
10/01/98	03/31/99	\$7,740,703		\$7,740,703	\$6,191,089		\$6,191,089	80% Mod 15
04/01/99	09/30/99	\$6,092,693		\$6,092,693	\$4,899,611		\$4,899,611	80% Mod 36
10/01/99	03/31/00	\$7,836,449		\$7,836,449	\$6,736,364		\$6,736,364	86% Mod 57
04/01/00	09/30/00	\$6,456,518		\$6,456,518	\$5,485,038		\$5,485,038	85% Mod 75
10/01/00	03/31/01	\$7,589,135		\$7,589,135	\$6,755,433		\$6,755,433	89% Mod 99
04/01/01	09/30/01	\$6,976,163		\$6,976,163	\$6,292,670		\$6,292,670	91%Mod118
10/01/01	03/31/02	\$5,875,084		\$5,875,084	\$5,344,560		\$5,344,560	91%Mod127
04/01/02	09/30/02	\$9,804,416		\$9,804,416	\$8,720,336		\$8,720,336	92%Mod147
10/01/02	03/31/03	\$8,053,345		\$8,053,345	\$7,539,712		\$7,539,712	94%Mod167
04/01/03	09/30/03	\$8,060,951		\$8,060,951	\$7,632,960		\$7,632,960	95%Mod194
10/01/03	03/31/04	\$7,893,918		\$7,893,918	\$7,558,198		\$7,558,198	96%Mod220
04/01/04	09/30/04	\$8,207,005		\$8,207,005	\$7,945,686		\$7,945,686	97%Mod248
10/01/04	03/31/05	\$9,989,541		\$9,989,541	\$9,290,273		\$9,290,273	93%Mod 283
04/01/05	09/30/05	\$10,048,305	(\$10,179)	\$10,038,126				
10/01/05	03/31/06	\$8,714,743	(\$14,200)	\$8,700,543				
04/01/06	09/30/06	\$8,667,833	(\$14,330)	\$8,653,503				
BASIC SUBTOTAL		\$128,006,802	(\$38,709)	\$127,968,093			\$117,784,102	Earned & Available
OPTION PERIOD								
10/01/06	03/31/07	\$8,724,360	(\$14,702)	\$8,709,658				
04/01/07	09/30/07	\$8,742,245	(\$14,828)	\$8,727,417				
10/01/07	03/31/08	\$8,947,208	(\$15,217)	\$8,931,991				
04/01/08	09/30/08	\$8,966,810	(\$15,350)	\$8,951,460				
OPTION SUBTOTAL		\$35,380,623	(\$60,097)	\$35,320,526				
GRAND TOTAL		\$163,387,425	(\$98,806)	\$163,288,619				

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE**Section B****Supplies or Services and Prices/Costs****ARTICLE B-1 SUPPLIES OR SERVICES**

The contractor shall provide joint base operations and support services/supplies in accordance with this contract and the Statement of Work, Attachment J-1.

PHASE-IN	A firm-fixed-price phase-in period between award and initiation of the basic period of performance, not to exceed 23 days
BASIC	Joint Base Operations and Support Services for a 5 year performance period. (10/1/98-9/30/03)(Excludes work contained in Option 2A)
OPTION 1A	Joint Base Operations and Support Services to extend the term of the contract for a period of 1 year. (10/1/03-9/30/04) (Mod 135)
OPTION 1B	Joint Base Operations and Support Services to extend the term of the contract for a period of 2 years. (10/1/04-9/30/06) (Mod 135)
OPTION 1C	Joint Base Operations and Support Services to extend the term of the contract for a period of 2 years. (10/1/06-9/30/08) (Mod 135)
OPTION 2A	Continuation of communication support for NASA administrative and institutional management. (10/1/01-9/30/03) (See Article B-7) (Not exercised, Mod 112)
OPTION 2B	Continuation of communication support for NASA administrative and institutional management. (10/1/03-9/30/08) (See Article B-7) (Exercise of this option is contingent upon exercise of Options 1 and 2A) (Not exercised, Mod 112)
OPTION 3AA	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/99-9/30/00) (See Article B-8)
OPTION 3AB	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/00-9/30/01) (See Article B-8)
OPTION 3AC	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/01-9/30/02) (See Article B-8)
OPTION 3AD	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/02-9/30/03)(See Article B-8)
OPTION 3BA	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/03-9/30/04) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1A) (Mod 135)
OPTION 3BB	Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/04-9/30/06) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)

ARTICLE B-1 SUPPLIES OR SERVICES (Con't)

- OPTION 3BC Option for calibration services to the Eastern Range sites Precision Measurement Equipment Laboratory. (10/1/06-9/30/08) (See Article B-8) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)

- OPTION 4A Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (1/1/02-9/30/03) (See Article B-9) (Not exercised, Mod 134)

- OPTION 4BA Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/03-9/30/04) (See Article B-9) (Not exercised, Mod 199)

- OPTION 4BB Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor.(10/1/04-9/30/06) (See Article B-9) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)

- OPTION 4BC Option for laboratory and in-place calibration services to support the NASA Payload Processing contractor. (10/1/06-9/30/08) (See Article B-9) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)

- OPTION 5A Option for transient alert/AGE maintenance services at Patrick Air Force Base. (4/1/99-9/30/03) (See Article B-10)

- OPTION 5BA Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/03-9/30/04) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1A) (Mod 135)

- OPTION 5BB Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/04-9/30/06) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1B) (Mod 135)

- OPTION 5BC Option for transient alert/AGE maintenance services at Patrick Air Force Base. (10/1/06-9/30/08) (See Article B-10) (Exercise of this option is contingent upon exercise of Option 1C) (Mod 135)

- ~~OPTION 6 Priced Options for KSC regular dewatering support at KSC SWMU sites. (10/1/02-9/30/08) (See Article B-14 for pricing information) (Mod 163)~~

- ~~OPTION 7 Priced Options for KSC construction dewatering support at KSC SWMU sites. (10/1/02-9/30/08) (See Article B-14 for pricing information) (Mod 163)~~

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-12

WORKLOAD INDICATORS

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
2.2.1.1	Operations, Maintenance, and Engineering	* Three programmable signs, one each located at the Port, at the South Gate, and at the west entrance to CCAFS.		
2.2.1.21	Special Dewatering Support	* Dewatering support for NASA programs, contractors, and tenants. Dewatering: FY03-1.5M gal, FY04-1.5M gal, FY05-60K gal, FY06-60K gal, FY07-60K gal, FY08-60K gal.	MOD 300	
2.2.1.3		* 515 KSC excavation permits issued to third parties		
2.2.1.3, 2.2.1.41, 2.2.1.51	Facilities, Systems, Equipment, Utilities (F/S/E/U)			
2.2.2	Refuse, Pest Control, and Grounds Maintenance	KSC Landfill includes: * 1,290 cu. yards/Mo. Cover material weekly. * 200,000 cu. yards of soil required to perform lift and sealing procedures as necessary. * 1,000 (cu. yards) KSC Landfill Cover material/month. Clear Land: * Camera and Press Lines of Sight: 250 acres/yr. * KSC Clear Land Camera & Press Lines of Sight: 4 acres. * Fire Breaks and Utility Lines: 450 acres/yr. * KSC Clear Land Fire Breaks & Utility Lines: 81 acres. * Pre-surveying of Site Plans: 100 acres/yr.	MOD 205	
2.2.2	Refuse, Pest Control, and Grounds Maintenance			