AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 521

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200268039

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $116,659.85
4200268039

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $116,660. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 18, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 8-29-08

NSN 7540-01-152-8070
Previous edition unusable

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

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
TOTAL	$2,735,324,905	$2,529,846,602	$203,610,168	$2,733,456,770	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 522

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200269417

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $92,031.00
4200269417

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $92,031. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 18, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 09/12/2008

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
TOTAL	$2,735,324,905	$2,529,931,816	$203,616,985	$2,733,548,801	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
523	See Block 16C	See Schedule	J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

Original

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $860,697.66

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $860,698. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 30, 2008.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Bryce D. Collins	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 09/18/2008

NSN 7540-01-152-8070
Previous edition unusable

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

Original

Original

Original

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
TOTAL	$2,735,324,905	$2,530,728,759	$203,680,740	$2,734,409,499	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 524

3. EFFECTIVE DATE 09/23/2008

4. REQUISITION/PURCHASE REQ. NO. 4200270380

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
4200270380 Net Increase: $301,323.02

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $301,323. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through September 30, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 09/23/2008

NSN 7540-01-152-8070
Previous edition unusable

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

Duplicate Original

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
TOTAL	$2,735,324,905	$2,531,007,762	$203,703,060	$2,734,710,822	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES 1	5 w/attachments

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

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, LLC
1980 N Atlantic Ave, Suite 330
Cocoa Beach, FL 32931

CODE | FACILITY CODE

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 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 incorporate the extension of the Protective Services effort partnered under CCR 08-50. The Period of Performance of this effort is October 1, 2008 through December 31, 2008 with the option to extend in one month increments through March 2009. This effort shall be preformed on a Cost Plus Fixed Fee (CPFF) basis. The contract value is hereby increased by $11,992,508 ($11,181,826 cost plus $810,682 fixed fee). If all options are exercised the total value of this effort is potentially $23,838,069 ($22,226,638 cost plus $1,611,431 fixed fee).

This change revises Article B-3, Contract Value; Article G-2 ,Contract Funding as shown on the attached pages.

The following attachments apply only to the changes defined in CCR 08-50: Attachment 1, J-1SOW 08-50 changes 8-25-08; Attachment 2, J-2 DRDs; Attachment 3, J-4 Compliance Documents; Attachment 4, Tech Exhibit for Staffing; Attachment 5, SGS or Successor Contractor Services; Attachment 6, ISC Tech Exhibit 5 2-1. All other terms and conditions of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Michael Flynn President, SGS		Bryce D. Collins Procurement Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	25 Sept 08	*(Signature of Contracting Officer)*	9/26/08

ARTICLE B-3 CONTRACT VALUE

Basic Period Sep 98-30 Sep 03

The contract value is summarized below:

Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP)			
(Sept 1998)	$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	$396,406,378	$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	$9,200,000	$0	9,200,000
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY99-FY00	$405,606,378	$23,187,199	428,793,577
(10/01/00-09/30/01)	$215,635,118	$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	$18,804,377	$0	18,804,377
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY01	$234,439,495	$13,106,768	247,546,263
(10/01/01-09/30/02)	$234,055,207	$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	$19,865,904	$0	19,865,904
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY02	$253,921,111	$14,098,312	268,019,423
(10/01/02-09/30/03)	$247,365,902	$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	$22,426,471	$0	22,426,471
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY03	$269,792,373	$15,357,411	285,149,784
TOTAL BASIC PERIOD	**$1,164,872,843**	**$65,749,690**	**1,230,622,533**

Option Period 1 Oct 03 - 30 Sept 04

Option 1A			
(10/01/03-09/30/04)	$244,075,599	$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	$22,135,767	$0	22,135,767
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			0
Total FY04	$266,211,366	$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	$2,322,030	$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	$321,092	$25,687	346,779
TOTAL OPTION 1A PERIOD	**$268,854,488**	**$15,564,252**	**284,418,740**

	Option Period 1 Oct 04 - 30 Sept 06		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	$278,763,190	$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	$25,895,945	$0	25,895,945
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY05	$304,659,135	$17,058,749	321,717,884
(10/01/05-09/30/06)	$259,760,241	$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	$29,101,654	$0	29,101,654
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY06	$288,861,895	$13,909,908	302,771,803
Option 3BB			
10/01/04-09/30/05	$2,391,149	$191,292	2,582,441
10/01/05-09/30/06	$2,477,883	$198,231	2,676,114
Total Option 3BB	$4,869,032	$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	$331,342	$26,507	357,849
10/01/05-09/30/06	$331,781	$26,542	358,323
Total Option 5BB	$663,123	$53,049	716,172
TOTAL OPTION 1B Period	**$599,053,185**	**$31,411,229**	**630,464,414**
	Option Periods 1 Oct 06 - 30 Sep 08		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
OPTION 1C			
(10/01/06-9/30/07)	$244,370,822	$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	$31,867,270	$0	31,867,270
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY07	$276,238,092	$12,781,080	289,019,172
(10/01/07-9/30/08)	$246,132,921	$14,916,355	261,049,276
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	$279,581,758	$14,916,355	294,498,113

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	$2,539,810	$203,185	2,742,995
10/01/07-09/30/08	$2,621,598	$209,728	2,831,326
Total Option 3BC	$5,161,408	$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	$0	$0	0
10/01/05-09/30/06	$0	$0	0
Total Option 4BB	$0	$0	0
Option 4BC			
10/01/06-09/30/07	$0	$0	$0
10/01/07-09/30/08	$0	$0	$0
Total Option 4BC	$0	$0	$0
Option 5BC			
10/01/06-09/30/07	$332,204	$26,576	358,780
10/01/07-09/30/08	$341,511	$27,321	368,832
Total Option 5BC	$673,715	$53,897	727,612
TOTAL OPTION 1C Period	**$561,654,973**	**$28,164,245**	**589,819,218**
CCR 08-50 Protectivce Services Extension			
10/01/08 - 12/31/08 (Mod 525)	**$11,181,826**	**$810,682**	**$11,992,508**
Unexcersiced Options:			
Option 1, 01/01/09 - 01/31/09	**$3,650,267**	**$264,644**	**$3,914,912**
Option 2, 02/01/09 - 02/28/09	**$3,473,206**	**$251,807**	**$3,725,014**
Option 3, 03/1/09 - 03/31/09	**$3,921,338**	**$284,297**	**$4,205,635**
TOTAL CONTRACT VALUE SEP98-MAR09	**$2,605,617,315**	**$141,700,098**	**$2,747,317,413**
*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 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
TOTAL	$2,747,317,413	$2,531,007,762	$203,703,060	$2,734,710,822	

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-1

STATEMENT OF WORK

REVISED FOR CCR 08-50

AS OF 6 AUG 08

Attachment 1 to CCR 08-50 (Mod 525)

TABLE OF CONTENTS

SECTION **PAGE**

1.0 PROJECT MANAGEMENT 2
1.1.7 Performance Metrics 3

1.2 SAFETY AND HEALTH 3
1.2.1 Safety Compliance 3

1.3 FINANCIAL MANAGEMENT 4
1.3.1 Financial Management System 4
1.3.2 Cost Reports 5
1.3.3 Job Ordered Cost Accounting System 5
1.3.4 Cost Distribution 6
1.3.5 Budget Development 6

1.4 QUALITY ASSURANCE 6
1.4.1 Quality Approach/Continuous Improvement 6

3.0 BASE SUPPORT SERVICES 6

3.1 PROTECTIVE SERVICES 6
3.1.1 Fire Protection Program 6
3.1.2 Security 10
3.1.3 Emergency Preparedness and Joint Communications Control Center 22

3.2 LOGISTICS 23
3.2.1 Logistics Services 23

APPENDIX B – (RESERVED) 26

APPENDIX C – PERFORMANCE STANDARDS 26

1.0 PROJECT MANAGEMENT

The contractor shall accomplish the Joint Base Operations and Support Contract (J-BOSC) as it relates to Protective Services. The J-BOSC provides protective services launch support services to NASA at Kennedy Space Center (NASA-KSC),

The contractor shall interact, plan, and effectively coordinate and communicate with all levels of customers, both government and other associate contractors. The contractor shall provide reliable and efficient service that fully satisfies the requirements of NASA.

The contractor shall partner with KSC to maintain public safety and trust as well as the safety of the workforce. The contractor shall maintain safe and secure operating locations and be flexible and innovative in protecting and preserving physical and environmental assets. The contractor shall prepare for, and effectively respond to, emergency situations and contingencies. The contractor shall support real-time requirements 24 hours a day, 7 days a week.

The contractor shall assure superior customer satisfaction at all stages of work from requirements development through delivery.

Management Approach. The contractor shall develop, implement, and maintain a management approach to support NASA-KSC goal to be the premier gateway to space. The contractor shall employ a highly innovative, entrepreneurial, and efficient management program that challenges the status-quo and worker culture in formulating and implementing high quality, timely, and cost-effective protective services. The contractor shall apply an integrated team approach that incorporates a centralized Program Management Office and a single set of consolidated and easily understandable policies and procedures for the J-BOSC program. The contractor shall: take a proactive approach to labor relations involving collective bargaining agreements The contractor shall comply with DRD 1.1-13, Report, Advance Notification of Workforce Reductions, when a workforce reduction is imminent.

The contractor shall optimize J-BOSC support services at the least possible cost within all performance parameters. The organization structure shall balance flexibility and accountability to ensure responsiveness, product quality, and resource control. The workforce shall be empowered with the responsibility and authority to achieve performance goals.

Business Approach. The contractor shall establish a program which embodies sound financial management concepts that result in affordable costs while continuously improving customer support. The contractor must realize cost savings through improved project efficiency while reducing dependency on government-furnished property and services. The contractor shall team with KSC to optimize resource management. The contractor shall develop a subcontract program that recruits and selects qualified subcontractors, maximizes the use of commercial services, and provides meaningful subcontracting or teaming opportunities to achieve the J-BOSC socio-economic procurement goals.

Resource Management. The contractor shall provide a contract resource management system, to include subcontracts, for the total contract work activity. The contractor resource management system shall provide timely and accurate visibility of contract manpower, cost, and schedule performance and the interrelationship among them. This includes data and supporting variance analyses as well as special exercises involving schedules, work flows, and budgets. Work shall be prioritized, managed, and controlled within program funding levels. Contractor data shall be current, accurate, and complete, and actual costs shall not exceed approved operating plans.

1.1.7 Performance Metrics

The contractor shall develop, maintain, analyze and report performance for contract requirements and provide management reviews. The contractor shall provide objective, measurable metrics as partnered with CCSMO. The contractor shall report existing or potential problem areas with recommended solutions. Applicable Performance Standards for each WBS are incorporated in Attachment J-1, Appendix C and are reported in accordance with DRD 1.1-03, Report, Contract Performance (Metrics).

1.1.8.1 Risk Management..

1.1.8.2 Equal Employment Opportunity. The contractor shall submit a quarterly electronic Equal Employment Opportunity (EEO) Report on KSC Forms 32-58 C/G 1/91 including Attachments A, B, and C, in accordance with DRD 1.1-01, Report, Equal Employment Opportunity.

1.2 SAFETY AND HEALTH

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

1.2.1 Safety Compliance

The contractor shall be responsible for providing a safe and healthful work environment and shall perform all operations in a safe manner. The contractor shall establish and implement a safety program that provides protection from injuries to contractor personnel, government personnel, members of the general public, and damage to government facilities, systems and equipment as a result of the contractor's action or inaction. The safety program shall comply with all applicable Federal, NASA, and, KSC regulations and requirements.

1.2.1.1 Operational Safety. The contractor shall develop and implement a process for assessing hazards of contractor activities and protecting personnel and property from exposure to these hazards. The process shall provide for appropriate hazardous operation surveillance, review of hazardous procedures, and assessment of risks associated with deviations from procedures or safety and health requirements.

The contractor shall conduct and document an operational safety assessment of all high risk, first time operations and submit the assessment to the government for review.

For contractor-controlled operations involving hazardous materials that meet or exceed the threshold specified in 29 CFR 1910.119, Process Safety Management standard, the contractor shall develop an auditable program that complies with all of those requirements. All personnel engaged in potentially hazardous operations or hazardous material handling shall be certified as capable to operate the equipment and perform their jobs in a safe manner. Hazardous operation safety certification is required for those tasks that potentially have an immediate danger to the

individual (death/injury to self) if not done correctly, or could create a danger to other individuals in the immediate area (death or injury), or are a danger to the environment. All employees shall be trained and/or maintain certification per the requirements outlined in specific government standards/requirements.

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

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

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

Continue meeting and maintaining OSHA Voluntary Protection Program (VPP) requirements by submitting a Safety Program Evaluation to KSC SA-E NLT Jan 31st, 2009. Safety Program Evaluation shall include all information outlined in OSHA TED 8.4, Appendix D, a summary of performed audits and audits in work, significant findings and corrective actions, barriers to implementing corrective actions, summary of risks, and a schedule of audits to be performed for remaining contract extension

1.2.1.3 Transportation Safety. All motor vehicles, boats, and others used for transportation of personnel or hazardous material shall comply with laws regarding inspections and markings and must have passed an inspection to ensure that the vehicle or vessel is in safe mechanical operating condition. The mode of transportation shall be inspected to the applicable standards of the Federal Highway Administration, U.S. Coast Guard, Department of Transportation (DOT),. All vehicles transporting hazardous materials on government and public roadways shall display all DOT required placards, lettering, or numbering. All personnel operating such vehicles shall receive the appropriate training and or licensing.

1.3 FINANCIAL MANAGEMENT

The contractor shall employ best business practices and sound financial management in the performance of financial management and reporting. Flexible and innovative procedures designed to ensure compliance with the variety of NASA cost charging and reporting requirements based on category of customer and sources of funds are critical. Complete, accurate, and timely reporting of planned and actual costs is of paramount importance.

1.3.1 Financial Management System

The contractor's financial management system shall be fully integrated with an automated work management system capable of maintaining complete cost integrity, while capturing and reporting cost at the work order level. The contractor shall provide an automated, network accessible, on-

line, ad hoc query capability to permit government users access to determine the cost, schedule, and status of work at the level of detail defined by the customer reported in the 533 reports. The system shall be capable of linking both the accounting and work management systems. The contractor shall notify the government immediately upon detection of significant errors in their accounting system affecting 30% of work orders and/or 10% of costs reported in one period.

1.3.2 Cost Reports

The following cost reports are required:

- **Monthly 533 Reports.** The contractor shall submit detailed and accurate Monthly Financial Management Analysis Reports on Forms 533M in accordance with instructions in NPR 9501.2D, NASA Contractor Financial Management Reporting in accordance with DRD 1.3-03, Rev. C, Reports, Contractor Financial Management Analysis, 533M;
- **Reconciliation of Incurred Costs to Reported Costs.** The contractor shall submit a monthly reconciliation of the costs reported in its general ledger system to the costs reported to the government in the 533 reports in accordance with DRD 1.3-11, Report, Reconciliation of Incurred Costs to Reported Costs;
- **Contract Operating Plan.** The contractor shall develop and manage an annual contract operating plan by government fiscal year on the basis of customer, fund source, WBS, and cost element, with monthly execution and variance analysis to ensure total contract costs have been reconciled.
- **Monthly Analysis of Actual to Planned Costs.** The contractor shall provide a monthly analysis of actual to planned costs at the WBS level to include volume and rate analysis. The contractor shall partner with the government on the development of variance explanations to ensure common understanding and reporting in accordance with DRD 1.3-12, Monthly Analysis of Actual to Planned Cost;
- **Reconfiguration of Contract Value into Cost Structure Reports Response and Review.** The contractor shall provide Reconfiguration of Contract Value into Cost Structure Reports Response and Review.

1.3.3 Job Ordered Cost Accounting System

The contractor shall employ a full job ordered cost accounting system to capture the full costs to the final cost objectives. The final cost objective is defined as the JON. Job Order Numbers may be assigned to specific programs, projects, events, and/or fund sources. Accuracy of cost reporting to the correct JON is critical. Procedures shall be developed to insure adequate processes, training, and/or instruction to contractor work force to ensure maximum accuracy of cost reporting. The contractor shall provide an on-line system capable of identifying and tracking erroneous cost reporting through satisfactory completion.

The contractor shall partner with the government to develop algorithms, as necessary, to distribute indirect costs to appropriate service pools and/or direct job order number. Indirect costs may include functionally specific common costs (i.e. 3rd level Work Breakdown Structure [WBS] costs which cannot be specifically attributed to the final cost objective), and other WBS intersects which bear costs indirectly related to the support being provided.

The contractor's cost accounting system shall have adequate internal checks and balances and audit steps built in to isolate and identify erroneous or incomplete data and procedural deviations under controlled conditions and ensure timely and proper corrective actions consistent with the

complexity of the situation. The contractor's system shall employ a point of entry edit capability sufficient to minimize the opportunity for erroneous data to be recorded.

All data reflected in the database shall be adequately supported by auditable documentation that is cross-referenced to provide readily traceable audit trail(s). The system shall contain controls and edits to ensure that all directly identifiable costs are properly identified and reported.

1.3.4 Cost Distribution

The contractor shall update the cost accounting system database so that the status of total costs to a cost objective or final cost objective can be determined. The total costs shall include the direct costs, allocable portions of overhead, G&A, Fee and the distributed indirect costs. For the purposes of overhead, the government will identify some portion of contract direct costs as directly allocable to the overhead.

1.3.5 Budget Development

The contractor shall respond to requests for an annual Operating Plan, NASA's Program Operating Plan (POP and other special budget exercises as requested. The contractor shall assist the NASA staff in adjusting requirements to meet expected funding availability by identifying the highest priority needs and specifying the operational impact of leaving lower priority requirements unfunded.

1.4 QUALITY ASSURANCE

The contractor shall establish, implement, and maintain a comprehensive quality assurance program that meets programmatic requirements and is effective in the identification and mitigation of risks.

1.4.1 Quality Approach/Continuous Improvement

The contractor shall establish and implement a quality management system for all services provided under this contract that complies with the guidance in ANSI/ASQC/ISO 9001 2000 and KNPR 8730.2. The contractor shall assess and benchmark internal processes to improve services and processes to optimize the delivery of services or products to the customer. The approach shall include a disciplined methodology to determine process effectiveness (time or cost savings), a quality improvement plan and implementation schedule for identified deficiencies, and documentation of lessons learned.

3.0 BASE SUPPORT SERVICES

The contractor shall provide base services for KSC, as specified, including comprehensive protective services;

3.1 PROTECTIVE SERVICES

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

3.1.1 Fire Protection Program

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

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

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

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

The mission focus of the fire department shall be fire prevention. This mission shall be supported by the department's operations level, training and education section, and fire prevention unit, as well as through the use of required engineering disciplines to support the prevention posture of the fire department. The fire department shall use a system of work and personnel asset management to support the required missions of KSC.

The fire prevention unit shall, through a planned inspection program, continually assess the fire-safe posture of KSC based upon NFPA and State of Florida standards and requirements. The contractor shall identify problem areas and immediately correct imminent danger situations. All inspections shall be documented, with follow-up and closure activities, to ensure that deficiencies are corrected. The fire prevention unit shall test, inspect, and ensure the maintenance of fire extinguishers at KSC according to NFPA's inspection frequency requirements. As part of its public fire and safety education programs the fire department shall provide periodic publications focused on fire prevention

3.1.1.1 Fire Stations. The fire department shall staff 3 fire stations, 24 hours a day, 365 days a year, to meet the emergency response mission of KSC. The KSC shall have 1 task force station and 2 satellite stations that are staffed to handle emergencies based against defined response matrixes. All emergency responses shall comply with OSHA 1910.134 requirements for required personnel on scene to enter a fire area.

3.1.1.2 Fire Equipment and Services. The fire department shall conduct formalized shift turnover meetings to ensure that all on-duty personnel are informed of activities scheduled for their shift, including special scheduled work details, training requirements, and any special activities. Each shift shall perform detailed inspections of all emergency response apparatus and equipment, inspect their protective clothing, and ensure that all emergency response elements are functional. All fire apparatus pumps shall be tested annually per NFPA 1911; all aerial ladders shall be tested annually per NFPA 1914; and all ground ladders shall be tested annually per NFPA 1931. All fire department SCBA shall be tested and maintained annually per NFPA 1404 and manufacturer's

requirements. All fire hoses shall be tested annually per NFPA 1962. The Chief Officer, with responsibility for the fire apparatus and equipment at the Shuttle Landing Area, shall ensure that all equipment is inspected daily. The Shuttle Landing Facility (SLF) shall be manned during all aircraft operations outlined in Federal Aviation Regulation (FAR) Part 139. All fire department personnel shall be trained and qualified to respond to all aircraft take-offs and landings, to include aircraft emergencies and shuttle landings at in compliance with NFPA 403 and Federal Aviation Regulation (FAR) Part 139. (Mod 428)

All emergency service and daily communications for the fire department shall be managed through the Protective Service Control Center (PSCC). The fire department's Incident Commander on scene shall manage all emergency operations; all communications shall be through the dispatch center.

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

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

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

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

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

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

assigned to perform specialized tasks, such as Astronaut Rescue, Technical Rescue, and Hazardous Material response shall be trained and qualified to perform said operations.

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

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

3.1.1.9 Fire Inspection and Prevention. The contractor shall develop and maintain a Fire Inspection program. The contractor shall participate in facility or operational walk downs as required by OMIs. The contractor shall identify all reportable fire discrepancies and track these until closure. The contractor shall coordinate inspections and discrepancy closure with the other contractors.

Permits. The contractor shall prioritize and issue permits (Burn/POL) for scheduled, as well as short-notice, welding and burning/POL operations in all areas of KSC except when other contractors may be responsible for issuing permits. Preceding the start of work request must be submitted 48 hours in advance.

Fire Extinguishers. The contractor shall select, purchase, install, and inspect portable fire extinguishers for those facilities, and areas identified by the customer, in accordance with NFPA 10. However, fire inspectors are only required to inspect fire extinguishers at KSC during the regularly scheduled facility inspection.

Fire Prevention Education. The contractor shall conduct fire evacuation drills and train the KSC populace in maintaining good fire safety habits, recognizing and eliminating fire hazards, reporting fire or emergency situations and evacuating facilities identified by customers. The contractor shall ensure that fire protection requirements are included in activities and projects on KSC.

3.1.1.10 Fire Protection Engineering. The contractor shall develop and implement a Fire Protection Engineering Program that shall govern KSC. The contractor shall provide Fire Risk Analyses and Fire Protection Engineering Surveys for required NASA facilities.

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

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

3.1.1.11 Hazardous Material Emergency Response Support. The contractor shall respond to and mitigate all hazardous material spills or releases at KSC. The contractor shall maintain the

government-provided HAZMAT vehicle with the necessary equipment and materials to support the task

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

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

3.1.1.14 Immediate Danger to Life or Health Rescue Program. The Contractor will provide support as required.

3.1.1.15 On Site Standby Technical Rescue. On site standby technical rescue will be supported as required.

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 totalThe 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 including armed uniformed security, traffic patrol officers, and Emergency Response Team (ERT), Federal Arrest Authority Program (FAAP) and in-service training, use of force, investigative support, traffic patrol, 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. The contractor shall develop and implement a Physical Security Plan 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."

The contracted services shall provide for a fully trained Security Force, whose capability and quality meets NASA Standards in accordance with NPR 1620.1A. 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).. Essential to this environment are the protection of all 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 KSC. The contractor shall staff certain designated internal secondary perimeter posts, in addition to agreed-upon Minimum Essential Infrastructure (MEI) assets when critical NASA 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 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, 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 traffic patrol capability; assist control of non-endangered species population on KSC 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 .

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; develop-ment of COMSEC technical security plans and procedures; evaluation of COMSEC material and information; and technical support for COMSEC audits and investigations.

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 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 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 for the primary patrol vehicles. On-duty Security Force members shall be armed with their primary sidearm and/or rifle, shotgun, sub-

machine gun, (less-lethal shotguns or sub-machine gun) as determined acceptable by industry (police) and government law enforcement criteria. The contractor's security force shall be assigned weapons based on prescribed duty position.

The contractor shall provide security services to other government payload customers (such as the Department of Energy (DOE), Department of Defense (DOD), and the Strategic Defense Initiative Organization (SDIO)), special components, classified information, and others, as required.

3.1.2.2 Resource Protection Program. The contractor shall provide a Resource Protection Program (RPP) for KSC. By making a potential target inaccessible or unattractive, the contractor shall safeguard government property by reducing the opportunity for theft or terrorist attack. The contractor shall promote the use of the Crime Prevention Through Environmental Design (CPTED) principles of natural surveillance, natural access control, and territorial reinforcement, and shall establish procedures and controls that proactively ensure that all personnel safeguard government property.

The contractor shall provide support to conduct threat and vulnerability analysis and studies; ensure that new or modified programs and facilities at KSC are evaluated against generic and specific types of threats; and provide recommendations and planning for the appropriate protective measures.

The contractor shall provide the greatest degree of protection for the greatest number of resources at the lowest cost by identifying resources, projecting the threat analysis against them, and developing realistic countermeasures based on existing and programmed capabilities. The contractor's Resources Protection Plan shall include all available resources that support emergency situations and contingencies and shall contain, at a minimum, the following elements:

- A threat estimate;
- A terrain and weather analysis of the installation and its surroundings;
- An assessment of the installation's vulnerability to terrorist acts or sabotage;
- An estimate of support resources from friendly forces; and
- A concept of operations for resources protection contingencies

Contingency Operations. The contractor shall develop and exercise contingency operation requirements/plans for the following situations and locations, at a minimum:

- Anti-hijack, anti-robbery, and anti-terrorist measures;
- Bombings or bomb threats, hostage, and barricaded situations;
- KSC Installation Minimum Essential Infrastructure (MEI);
- Mass casualty incidents, mobility, and Non-Nuclear Munitions Storage Areas (NMSAs);
- Work stoppages or walkouts and demonstrations;
- Natural disasters;
- Civil disturbance or riot threatening priority or critical resources;
- Overt attack on a restricted or critical area;
- Receipt of Threat Condition Alerting Message (TCAM) orders as the result of a Force Protection Condition (FPCON) change;
- The need to deploy security forces or obtain additional security forces;

- Receipt of Presidential, senior executive mission aircraft (SENEX), specifically designated special air mission aircraft (SDSAM), or special air mission (SAM) aircraft;
- Arrival of unidentified or unannounced military or commercial aircraft;
- DOE nuclear shipments;
- Arms, Ammunition and Explosives (AA&E) shipments; and
- All other shipments that require safe-haven status

The contractor shall translate basic Resources Protection and Physical Security requirements into local implementation procedures and shall be aware of the following:

- Basic Resources Protection Program (RPP) and Physical Security concepts;
- KSC Installation Minimum Essential Infrastructure (MEI);
- Potential installation threats; and
- Risk management implementation and CPTED

The contractor shall develop teams to evaluate the installation's protection needs and programs to support NASA resources and coordinate initial and follow-up reviews. These reviews shall:

- Determine whether the installation program adequately protects its resources from criminal activities (on-base and off-base) and terrorist acts;
- Recommend program improvements; and
- Provide feedback for NASA action

Resources Management Program Reviews. Initial reviews consist of conducting a detailed initial survey of the installation, building, facility, remote site, or Geographically Separated Unit, and its critical or sensitive assets with follow-up program reviews. As an example, program reviews shall be conducted for the following:

- All AA&E, as specified in compliance documents;
- Areas containing major funds and those areas approved for storage of controlled substances such as pharmacies and other medical supply facilities; and
- All other facilities as determined by NASA-KSC

The reviews shall include methods for indoctrinating personnel on circulation control procedures, an assessment of education and motivation programs, and an assessment of physical protection for facilities and equipment.

The contractor's Resource Protection Program (RPP) shall address the following issues:

- Anti-robbery tests;
- Community policing;
- Operation Crime Stop Program;
- Receiving reports;
- Recording calls;
- Setting up the Field Interview Program;
- 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) of all incidents that have or had the potential to become violent, result in felony arrest by other agencies, concern potential counter intelligence matters, media involvement, or other significant events that would cause NASA-KSC security to notify senior management.

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 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;
- Increase traffic control and direction to ensure the adequate and safe processing of all traffic;
- Augment emergency response forces to affected critical facilities;
- Provide controlled entry at SLF gates;
- Protect SLF from unauthorized access;

- Provide additional Security Force personnel for waterway and helicopter patrols in support of all launches and/or landings; and contingency actions;
- Provide critical facility controls through launch and landing;
- Conduct helicopter patrols to ensure only authorized personnel are on restricted property, provide active air defense missions in accordance with KSC policy to protect flight crew and launch personnel; and
- Provide daily force protection posture

Systems Security. The contractor's Security Services shall support the security mission for protection of NASA-KSC Priority/Critical Resources and Space Launch Systems including launch systems, payload systems, and command and control systems, in accordance with applicable NASA standards and regulations. Accordingly, operating and post instructions and procedures shall be developed to support security force operations.

The contractor shall install portable sensors in key critical locations during surge periods of activity to augment existing security forces.

All emergency service and daily communications for security forces shall be managed through the Protective Service Control Center (PSCC).

The contractor shall maintain a capability to routinely support security services post and patrol requirements in accordance with applicable directives, including protection of priority and non-priority aircraft.

Alarm and Emergency Response Teams (ERTs) shall be equipped with suitable vehicles for response activity on and off roadway and shall be in constant communication with the PSCC.

The contractor shall perform user special operation support and hazardous operation safety roadblocks by the appropriate safety and security plans. Security Forces shall establish Extended Restricted Areas (ERAs) or launch danger area safety zones to preclude entry of unauthorized persons into the expanded temporary restricted or critical areas as outlined in the appropriate approved plans to support launch operations. The contractor shall convoy or escort launch systems payloads, flight hardware, miscellaneous movements, and other dangerous or hazardous movements on KSC.

Emergency Response. The contractor shall perform the following:

- Establish dedicated KSC Emergency Response Teams (ERTs)

3.1.2.4 Traffic Enforcement. The contract security police force as a whole, shall provide Traffic Enforcement 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.

The contractor shall:

- Investigate incidents and offenses;
- Safeguard disaster and crime scenes;
- Enforce traffic regulations;
- Investigate minor traffic accidents;
- Issue traffic citations;

- Appear at hearings;
- Direct traffic;
- Process security police administrative forms
- Maintain records;
- Conduct security checks of closed, controlled, or sensitive areas at intervals as prescribed by compliance directives on a non-predictable basis;
- Perform protection escorts for astronauts or their families, VIP visits when required, and intra-site movement of nuclear isotope power sources;
- Support the KSC Traffic Management Review Board; and
- Implement and enforce compliance with state requirements of all new or modified KSC traffic signals, signs, and roadway markings

The contractor shall control ingress and egress at specified KSC installation entry control points in accordance with applicable NASA-KSC directives and plans, Security Forces shall conduct random entry and exit point checks of vehicles entering or leaving the installation using an agreed upon formula. These checks shall be conducted to safeguard government property, prevent introduction of contraband, and preclude the unauthorized removal of classified information.

3.1.2.5 Investigations. The contractor shall:

- Conduct investigative support and surveillance of actual or suspected criminal activity in areas under the cognizance of KSC, with the approval and coordination of, or at the request of, KSC Protective Services;
- Obtain prior written coordination and government approval before utilizing covert electronic surveillance techniques/methods;
- Plan, collect, evaluate, analyze, and integrate criminal and security information involving KSC;
- Testify in court or other appropriate forum;
- Assist in NASA Security Office or NASA Office of the Inspector General (OIG investigation and surveillance activities;
- Coordinate all other investigative matters involving other KSC contractors through the appropriate contractor investigative elements;
- Control, maintain, and use surveillance equipment;
- Protect, store, and control evidence in accordance with appropriate evidentiary rules and practices;
- Provide "centralized lost and found" services, including logging for receipt and destruction;
- Provide protection for designated flight-crew members, families, and distinguished visitors/very important persons (DVs/VIPs); and
- Support NASA technical laboratory services available worldwide, to Law Enforcement Agencies

3.1.2.6 Security Plans. The contractor shall develop normal (day-to-day) and contingency operation plans, per NPR 1620.1A, to ensure the smooth functioning of KSC security services. As a minimum, the contractor shall perform the following:

- Provide information and coordination to ensure that launch and landing operations, critical activities, and other special events are performed in compliance with established or real-time requirements, procedures, and constraints;
- Compile statistical data, prepare recommendations, and present briefings concerning security controls for major hazardous activities, special escorts, and mission-specific events;
- Prepare and publish Operations Plans, supplements to NASA Regulations/Instructions, local directives, and Post Instructions and support the antiterrorism program; safeguard KSC and mitigate terrorist acts through the application of physical security and Random Antiterrorism Measures (RAM); establish antiterrorism funding estimates and provide antiterrorism training and updates; and

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

- Receiving visit request data and processing, fabricating, and issuing all types of badges and permits;
- Logging, reporting, and filing all transactions and invalidating all lost or unaccounted for badges and permits;
- Providing level of clearance verification during non-duty hours in response to telephonic requests;
- Reviewing, validating, and processing requests for temporary passes, picture badges, area permits, and temporary area authorizations transmitted by electronic means from other KSC contractor security offices;
- Obtaining, maintaining, and issuing reserve gate badges, pouches, and equipment consistent with local strike plans;
- Process, fabricate, and issue temporary passes, picture badges, area permits, and temporary area authorizations for all foreign national visitors as approved by the International Visits Coordinator (IVC) or designee;
- Administer unescorted access requirements for NASA personnel entering CCAFS restricted areas;
- Process electronic fingerprints and associated data inputs for KSC visitor access determination;
- Providing fingerprint services to the appropriate KSC personnel; and
- Providing NASA Badging Program support

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

- Process (as applicable) routine investigative requests for KSC Personnel Reliability Program (PRP) and KSC Information Technology, and Personnel Security Programs;
- Conduct pre-employment screening for Interim PRP;
- Accept from and certify to other NASA Centers PRP Certifications;
- Conduct interviews, perform record checks, review and summarize investigations, out processing of civil servants and maintain a database of current and pending actions for the Federal Employees Security Program; and

- Provide administrative, investigative, database management systems and customer interface support to the NASA International Visitors Program at KSC
- Utilize NASA Sensitive but Unclassified Controlled Information
- Provide PIV badging administrative enrollment support by researching prescribed Government data, made available by the Government, for specific enrollment information (i.e., SSN, DOB & State of birth, type and status of investigation, FBI fingerprints and Defense Center Index of Investigation date codes, etc) for sponsored individuals provided by NASA/TA-G Protective Services (PS) office. Once obtained the desired information shall be provided NASA/TA-G PS point of contact (POC) within five duty days from date contactor receives NASA/TA-G POC notification request for sponsored individual.)

3.1.2.9 Security Education and Training. The contractor shall develop and implement a Security Education and Training Program Plan for all personnel at KSC in accordance with NPR 1620.1A, and Lead Center Agreement.

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

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

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

- **Historical Training Information.** Includes a complete history of all training and certifications received by each Security Force member.
- **Current Employee Information.** Shows assignment changes and tracks assignment requests made by Security Force members. This portion of the system also tracks Seniority, Weapons Restriction List, and the Fitness for Duty Report.
- **Physical Fitness Information.** Tracks the physical qualifications of the Security Force. This portion of the program shall also track all due dates based on contract requirements.
- **Scheduling of Training.** This is the control point for scheduling employees for training and tracking training qualifications. These programs interface with the Master Training Plan,

Weapons, and Physical Fitness Modules. All courses are scheduled for Security Forces through the Scheduling Module to ensure that no conflicts in training occur.

- **Re-qualification of Specific Courses.** Tracks due dates for all course requirements and assists in scheduling future training. Is capable of generating updated reports to NASA/Range Security 30 days before expiration of current certification.
- **Weapons Qualification and Re-qualification.** This portion of the program is an unbound form that is used to enter Firing Records into the firearms table.

The contractor shall certify initially as they qualify, and subsequently each year, that Security Force members meet and maintain the minimum requirements to perform assigned duties in compliance with NPR 1620.1A.

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

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

- The PAT must be completed within eight (8) minutes to pass.

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

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

- Traffic Enforcement and investigative personnel successfully completing the Basic Police Standards Course (Florida Department of Police Standards) or an equivalent law enforcement certification from another state;
- Twenty percent of the Security Force shall be Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillators (AED) qualified, 100 percent of the Emergency Response Team and training instructors shall be CPR trained;
- Certifications for KSC Emergency Response Team members;
- Recognized professional training certifications for contractor security/ERT instructors to include general and specific firearms, other weapons, tactics, rappelling, and Simunitions;

- Locksmiths completing an accredited master key system/locksmith course (Associated Locksmiths of America or equivalent);
- Security Force members obtaining and maintaining a SECRET national security clearance and the NASA PRP certification, as necessary;
- All Security Force members being weapons qualified;
- Providing certified Intoxilizer operators to conduct Intoxilizer tests, as required by State of Florida requirements;
- Security Force members supporting specialized activities (such as K-9, helicopter, and boat patrol) being certified in accordance with appropriate NASA requirements.)

3.1.2.12 Document Control. The contractor shall operate and maintain a classified document control system for KSC and prepare procedures and plans. This shall include the destruction of classified material and providing classified material custodian training for all KSC custodians.

In addition, all outgoing certified and registered mail shall be processed through the Classified Material Control Center to ascertain the presence or absence of classified material. Appropriate receipts shall be prepared by the contractor to maintain accountability records.

The contractor shall:

- Maintain automated accountability records for all classified material sent to or received at KSC and ensure delivery to the appropriate accountability records custodian;
- Maintain automated accountability records for all SECRET and accountable CONFIDENTIAL material sent to or received at KSC;
- Receive from the KSC Post Office all registered and certified mail addressed to Kennedy Space Center, FL 32899, open and inspect for classified material, attach appropriate documentation, and deliver material (exceptions: all mail addressed to NASA Procurement Office, NASA Office of Inspector General, NASA Personnel, NASA Security Office, and NASA Legal Counsel shall be delivered unopened to the addressee);
- Prepare classified documents and equipment for mailing or shipping;
- Receive all accountable classified material destined for destruction, screen and record such material prior to destroying it, ensure that all destruction is witnessed by an authorized employee;
- Maintain a current list of NASA-KSC accountable record custodians and locations of all classified document containers;
- Reproduce small amounts of classified material in support of real-time operations; and
- Conduct 100% annual classified document inventory and provide results to KSC Protective Services Office

3.1.2.13 Records. The contractor shall maintain and operate the following:

1. Personnel Security Records Subsystems:
   a. Pre-employment screenings
   b. Personnel Access Security System (PASS) records
   c. Personnel Security Support Office (PSSO) records
2. Locksmiths Records Subsystems:
   a. Work requests

b. Individual hand receipts for keys

3. Document Control Records Subsystems:
   a. Classified documents
   b. Registered mail (incoming and outgoing)
   c. Certified mail (incoming and outgoing)
4. Investigative Support Records Subsystems:
   a. Incident reports
   b. Investigative reports
   c. Lost/stolen property, audit trail records
5. Traffic Records Subsystems:
   a. Traffic accidents records
   b. Traffic tickets
6. Training Records
   a. Weapons qualification
   b. NASA Federal Arrest Authority (agency wide)
   c. Instructor certifications
   d. KSC security awareness and education)
   e. Recognized professional security police certification/accreditations

The contractor shall ensure that in addition to the above, all other record keeping and documentation as defined in this contract meets the requirements of PL 93-579.

3.1.2.14 KSC KARS-1 Park Attendant. (Mod 209) Provide KSC KARS-1 park attendant service with a KARS-1 marked motor vehicle, 24 hours a day, seven days a week. At no time does the park attendant position have force protection security guard requirements or law enforcement police authority and will report activities and incidents that require an emergency services (fire, police, or medical) response.

General duties include screening visitors and limiting access to the park area to authorized visitors and guests, assuring utilities conservation, and performing area and facilities safety and safeguards in accordance with policy provided by the Exchange Operations Manager and/or designated KARS management personnel. The attendant will respond to inquiries and provide information to park members and visitors. Attendants may be required to maintain visitor logs and other paper records pertaining to their duties. Attendants will be responsible for proper use and care of telephones, and other equipment they may be issued.

The park attendant will ensure proper use of KARS I recreational facility by authorized members and guests. One attendant is required per shift. Park attendant work apparel clothing shall be the same for all individuals performing this function and readily identify these individuals as a Park Attendant and not a security force guard member. Attendant work apparel clothing items shall be provided by the contractor and these items coordinated with the NASA Exchange Operations Manager to assure the items satisfy the need of the NASA Exchange. Attendants may schedule meal and relief breaks with consideration to daily park activities. Attendant shift hours schedule and internal Park operating Instructions will be coordinated with the NASA Exchange Operations Manager and KARS management personnel. Persons employed as attendants are subject to personnel security screening as specified by the NASA Protective Services Branch.

Attendant Representative Duties/Responsibilities: Monitor access to KARS I park from 0600-2200. Use motor vehicle to travel through out KARS 1 Park and facilities from 2200 - 0600. Assure utilities (lights/water) are conserved, perform facility/barricade checks, assure the softball field gates and gun range gates are secure every evening. Wear a safety vest when monitoring traffic. Monitoring traffic by attendant is limited to directing visitors to where facilities or events are within the park.

The First and Second Shift attendant staffs the Park entry facility located near the boat ramp. The Second shift attendant closes the entrance gate located near the boat ramp at 2200 hours. (The only time the entrance gate is locked is when the outer electronic gate has malfunctioned and is out of order). No entry to the park is allowed after 2200 with the exception of registered campers. Campers will provide a visitor guest list/overnight guest list to the attendant for access purposes. Camping patrons have transceivers to access the outer electronic gate between the hours of 2200 and 0600. The Third shift attendant opens and staffs the entrance gate located near the boat ramp at 0600 hours until relieved by the First Shift attendant.

Internal KARS I policies and procedures are established by the NASA Exchange personnel (KARS Country Store) and are posted at the Park.

3.1.3 Emergency Preparedness and Joint Communications Control Center

The contractor shall develop a Comprehensive Emergency Preparedness Program and Plan for KSC that ensures constant readiness for preparing for, mitigating, responding to, and recovering from emergencies.

The contractor shall operate one state-of-the-art control center at KSC. The contractor shall provide a state-of-the-art, continuously operated (24/7) communications control center and maintain the capability to activate an alternate facility. The Protective Service Control Center (PSCC) shall provide all emergency response communications, response of emergency services equipment and personnel, monitoring of all alarm systems, public address and adverse weather warnings. The contractor shall provide emergency response elements with updated information vital to decision making. The contractor shall operate the 911 emergency telephone, the Telephone Device for the Deaf (TDD), and maintain the ability to document a continuous chronological listing of events during response activities.

The contractor shall operate a KSC Emergency Operations Center and related equipment in addition to maintaining an Alternate Emergency Operations Center.

The Contractor shall effectively and essentially respond to Executive Order 12148, Section 2-101 for Federal Emergency Management; Executive Order 12472 for Telecommunications Preparedness; Executive Order 12656 for Assignment of Emergency Preparedness Responsibilities; and the Federal Radiological Emergency Response Plan (FRERP), which shall establish contractor requirements for joining into an organized and integrated effort for timely, coordinated response by federal agencies to peacetime radiological emergencies.

The contractor shall provide car parkers for launches on KSC to include STS landings.

The Comprehensive Emergency Management Plan (CEMP) shall specify contractor actions to support the contract mission under a full range of emergency conditions and support KSC, in saving lives, protecting the environment, minimizing the loss and damage of government resources, assisting in recovery from emergencies toward timely resumption of normal operations, assisting in mitigating hazards and minimizing the effects of a natural or technological emergency

or disaster, and supporting local, state, and federal agencies and appropriate emergency response authorities.

The contractor shall develop and administer an Emergency Preparedness Office to ensure constant readiness while preparing for, mitigating, responding to, and recovering from emergencies at KSC.

The contractor shall coordinate activities with NASA and other KSC organizations, the Brevard County Emergency Management group, and other local government agencies. The contractor shall ensure coordination of activities with KSC contractors and government organizations, including external federal, county, state, and local agencies as necessary, as well as maintaining program documentation.

In accordance with Government provided memorandum of understanding, the contractor shall operate a Mobile Command Vehicle in support of the Incident Command System, the On-Scene Commander, and shall use the vehicle to support launches from the KSC.

3.2 LOGISTICS

3.2.1 Logistics Services

- Provide property management for J-BOSC, equipment records management (using NASA Equipment Management System), training property custodians, excess property management, and inventorying equipment and documenting all findings.

APPENDIX A – TAILORED DOCUMENTS

SOW Paragraph	Document Number or Description	Document Title	Description of Tailoring to be Performed
3.1.1	NFPA 1561	Fire Department Incident Management	In tailoring this document, the Fire Department proposes to use NFPA 1561 as the basis for managing all types of emergency incidents. NFPA 1561 is the basis for the nationally accepted system for incident management.
3.1.1	NFPA 1	Fire Prevention Code	In tailoring this document the Fire Department will use this code as the basis for its fire prevention program.
3.1.1	NFPA 1500	Fire Department Occupational Safety and Health Program	In tailoring this document, the Fire Department will use NFPA 1500 as the base document to support the health and safety program for its employees. This code will be applied on a daily basis to ensure that the Fire Department maintains a safe work environment.
3.1.1.1	FAA Part 139	Federal Aviation Administration Document Guiding Aircraft Rescue and Fire Fighting Services	The Fire Department will use this as a tailorable document to insure that all aircraft Rescue and Fire Fighting services, training, and operations meet the needs of the air fields serviced.
3.1.1.2	NFPA 403	Aircraft Rescue and Fire Fighting Services at Airports	The Fire Department will use this as a tailorable document to ensure that Aircraft Rescue and Fire Fighting services meet the needs of the airport and landing strip facilities at KSC and CCAFS.
3.1.1.2	NFPA 1911	Service Tests of Fire Pump Systems on Fire Apparatus	The Fire Department will use this as a tailorable document to ensure that all fire department pumping apparatus are fully functional and reliable.
3.1.1.2	NFPA 1914	Fire Department Aerial Devices, Testing	The Fire Department will use this as a tailorable document to ensure that the fire department's aerial ladder unit is tested annually, and fully functional and safe for use during emergencies.
3.1.1.2	NFPA 1931	Design Of and Verification Tests for Fire Department Ground Ladders	The Fire Department will use this as a tailorable document to ensure that all ground ladders purchased for use by the Fire Department are constructed and tested in compliance with established safety standards.
3.1.1.2	NFPA 1404	Fire Services Respiratory Protection Training	In tailoring the document, the Fire Department will use NFPA 1404 to establish the use, care, maintenance, and training to SCBA.
3.1.1.2	NFPA 1962	Care, Use, and Service Testing of Fire Hose Including Connections	The Fire Department will use this as a tailorable document to ensure that all Fire Department hose is maintained properly and tested annually to ensure its reliability.

SOW Paragraph	Document Number or Description	Document Title	Description of Tailoring to be Performed
3.1.1.5	NFPA 1971	Protective Ensemble for Structural Fire Fighting	The Fire Department will use this as a tailorable document to ensure that all Fire Department personnel responding to structural fire situations are wearing protective clothing that is designed and tested to ensure full body protection from fire, heat, hot liquids, and gases.
3.1.1.5	NFPA 1976	Protective Clothing for Proximity Fire Fighting	The Fire Department will use this as a tailorable document to ensure that all Fire Department personnel engaged in Aircraft Rescue and Fire Fighting operations have protective clothing that is specifically designed and tested to ensure their safety.
3.1.1.9	NFPA 10	Portable Fire Extinguishers	The Fire Department will use this as a tailorable document to ensure that all extinguishers at KSC are inspected to ensure operability and have maintenance performed to ensure reliability.
3.1.1.14	29 CFR 1910.120	Hazardous Waste Operations and Emergency Response	This document will be used to ensure compliance with OSHA regulations pertaining to entry into a structure or area to perform rescue services for IDLH atmospheres.
3.5.3	KHB 8800.6(T)	KSC Environmental Control Handbook	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. 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. SGS will number and title this tailored document in accordance with the scheme selected following contract award.

APPENDIX B – (RESERVED)

APPENDIX C – PERFORMANCE STANDARDS

3.1.1-1	Fire and ambulance services will respond to all emergency calls within their designated zones within their allotted time 90% of the time. Per Mod 159 √ Fire Rescue will respond to all emergency calls in the Green Zone within 6 minutes or less. √ Fire Rescue will respond to all emergency calls in the Yellow Zone within 10 minutes or less. √ Fire Rescue will respond to all emergency calls in the Blue Zone within 12 minutes or less. √ Fire Rescue will respond to all emergency calls in the Red Zone in greater than 12 minutes. √ ALS Ambulance will respond to all emergency medical calls in the Green Zone within 6 minutes or less. √ ALS Ambulance will respond to all emergency medical calls in the Yellow Zone within 10 minutes or less. √ ALS Ambulance will respond to all emergency medical calls in the Blue Zone within 12 minutes or less. √ ALS Ambulance will respond to all emergency medical calls in the Red Zone in greater than 12 minutes.
3.1.2-3	Maintain accurate security programming guidance, plans, and directives maintained by updating items within 90 calendar days of the event that caused the item to become outdated
3.1.3-1	Command and control Emergency Operations Center (EOC) shall be activated within 30 minutes of notification of an emergency or emergency exercise during normal duty hours, otherwise within two hours.

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT CONTRACT

ATTACHMENT J-2

REVISED FOR CCR 08-50

AS OF 06 AUG 08

Attachment 2 to CCR 08-50 (Mod 525)

DATA REQUIREMENTS LIST/DATA REQUIREMENTS DESCRIPTION (DRL/DRD)

DATA REQUIREMENTS LIST	
DRL NUMBER:	REVISION (MOD 244)
PROJECT/SYSTEM Joint Base Operations and Support Contract	
CONTRACT NUMBER NAS 10-99001	PREPARATION DATE 17 February 2004
CONTRACTOR Space Gateway Support	TECHNICAL APPROVAL
ATTACHMENT NUMBER Section J, Attachment J-2	EXHIBIT NUMBER

ITEM NO.	TITLE	CHANGE STATUS
1.1-01	Report, Equal Employment Opportunity	
1.1-03	Report, Contract Performance (Metrics)	
1.1-04 Rev A	Report, Anomaly	Revised MOD 205
1.1-13	Report, Advance Notification of Workforce Reductions	MOD 170
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

INSTRUCTIONS FOR COMPLETING CONTRACT APPLICATION INFORMATION

A. LINE ITEM NO. Sequentially number line items beginning with number 001.

B. LINE ITEM TITLE - Enter the title of the data item, as shown in the Statement of Work (SOW), the RFP and/or as directed by the CTM.

C. OPR (OFFICE OF PRIMARY RESPONSIBILITY) - Enter the organization designated to exercise technical and or administrative control over the data requirement. Use approved organizational code.

D. TYPE - Enter "Type of Data" code as follows:

CODE	DESCRIPTION
1	Data requiring written approval by the procuring activity prior to implementation into the procurement or development program.
2	Data submitted to the procuring activity for review not later than three weeks prior to project implementation. Data shall be considered approved unless the contractor has been notified of disapproval prior to project implementation.
3	Data submitted to the procuring activity for coordination, surveillance, or information.
4	Data retained by the contractor to be made available to the procuring activity upon request. The contractor shall furnish a list to the procuring activity.
5	Data to be retained by the contractor and reviewed by NASA on request.

E. INSPECT/ACCEPT - Enter Inspection Acceptance code as follows:

CODE	INSPECTION	ACCEPTANCE	CODE	INSPECTION	ACCEPTANCE
1	Source	Source	4	Certificate of Conformance	(Mandatory)
2	Destination (OPR)	Destination (OPR)	5	Certificate of Conformance	(Optional)
3	Source	Destination (OPR)	6	No Inspection Required	No Acceptance Required

F. FREQ. OF SUBM. - Enter the frequency of submission code as follows:

CODE	DESCRIPTION	CODE	DESCRIPTION	CODE	DESCRIPTION
AD	AS DIRECTED	PC	PER CONTRACT	PV	PER VEHICLE
AN	ANNUAL	PD	PER FAILURE	QU	QUARTERLY
AR	AS REQUIRED	PE	PER EVENT	RD	AS RELEASED
BE	BIENNIAL	PF	PER FACILITY	RT	ONE TIME & REVISIONS
BM	BIMONTHLY (every two months)	PG	PER PROGRAM	SA	SEMI ANNUALLY
BW	BIWEEKLY (every two weeks)	PI	PER EQUIPMENT END ITEM	SM	SEMI MONTHLY
DA	DAILY	PJ	PER PROJECT	TY	THREE YEAR PERIOD
DD	DEFERRED DELIVERY	PL	PER LAUNCH FLIGHT MISSION	UR	UPON REQUEST
MO	MONTHLY	PS	PER SYSTEM	WK	WEEKLY
OT	ONE TIME	PT	PER TEST		

G. INITIAL SUBMITTAL - Enter date of initial submittal as follows: Month, Day, Year. If calendar date is not scheduled, enter number of days preceding, or following, event to which the data requirement is related (e.g., 90 days prior to launch). Amplify in REMARKS, Item J, if necessary.

H. AS OF DATE - For "Onetime Only" submittals, enter date by month/day/year. For recurring submittals, enter number coding (e.g., 30/10, 90/10, 15/5, etc.). The first digit(s) indicate the number of calendar days from the reporting period's (Block F) start to the data preparation cut off. The second digit(s), after the slash, indicate the number of calendar days from the cut off to the submittal date. Example: If Block F were "MO" and Block H were "30/10", the data would include the entire month and would be submitted within 10 days thereafter.

J. REMARKS: Enter in this space:
   a. Minor exceptions to the DRD.
   b. Stipulation of specific forms when multiple forms are authorized on the DRD.
   c. The paragraph, page, etc., in an existing contract where the data requirement is specified. (This data may be removed at final approval.)
   d. Additional submittal information, if necessary.

K. DISTRIBUTION - Enter organizational symbol, number of copies, and type of copy code(s) (in parenthesis) required for each office. Type of copy codes are as follows:

CODE	DEFINITION	CODE	DEFINITION
A	Regular	C	Microfilm, Aperture Cards
B	Reproducible	D	Other, (Explain in remarks, Item J).

EXAMPLE ENTRIES: IS-PRO-2 (1A) = One regular copy. IS-PRO-3 (5 A, 1B) = Five Regular copies, One Reproducible copy.
Enter the total number of copies by type in the space provided

---

INSTRUCTIONS FOR COMPLETING DATA REQUIREMENT DESCRIPTION

GENERAL - The Data Requirement Description (DRD) will be prepared to describe the content and provide preparation information for data required in support of NASA programs.

1. TITLE - Enter the title or type of document required. The first word of the title should be a principal noun which best established the basic concept of the data. Subsequent words should be appropriate modifiers.
   Examples: Plan, Project Development (SIVB)
   Specification, Test (GSE)
   Report, Quarterly Progress
   Proposal, Engineering change (ECP)
2. NUMBER - Enter the appropriate number assigned to the DRD. This number will identify the appropriate data category.
3. USE - Enter a synopsis of the use of the document, stating reason for the requirement.
4. DATE - Enter date of preparation.
5. ORGANIZATION - Identify the installation preparing the DRD.
6. REFERENCES - List applicable documents by number, (NASA Management Manual, Mil Specifications, Federal Standards, NASA Procurement Regulation, etc.,) to which the preparing office (e.g., NASA installations, contractors, etc.) may refer for additional information concerning the data requirement.
7. INTERRELATIONSHIP - Enter all affected approved DRDs within the scope of the program when the DRD under preparation creates a significant impact or interface relationship with existing DRDs. Include a brief narrative of the impact or relationship created and a statement that the new DRD does not cause a conflict with other DRDs.
8. PREPARATION INFORMATION - Provide ample information for preparation of the data required by the data requirements description; include all necessary details of preparation to satisfy the originator's formal requirements.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 1.1-01
B. LINE ITEM TITLE: WBS 1.1, Management and Control					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. REQ.	G. INITIAL SUB.	H. AS OF DATE
JPMO	3	6	QU	7 Jan 99	90/7

J. REMARKS:

Type "D": Electronic submittal. Product shall be compatible with MicroSoft Office suite of software.

K. DISTRIBUTION	TOTALS	
	NO.	TYPE
JPMO	N/A	D
KSC/EO		

DATA REQUIREMENT DESCRIPTION

1. TITLE	2. NUMBER
Report, Equal Employment Opportunity	1.1-01
3. USE	4. DATE
This document will be used by Government personnel to assess the Contractor's equal employment and affirmative action management of the contract effort.	12 Dec 97
	5. ORGANIZATION
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

Format and content of the report shall be in accordance with KSC Forms 32-58 C/G 1/91, (Attachments A and B, Quarterly Equal Opportunity Statistical Reports, and Attachment C, Narrative Report for Equal Employment Activities.)

DRD 1.1-01 Attachment A

QUARTERLY EQUAL OPPORTUNITY STATISTICAL REPORT FOR THE PERIOD ENDING:
COMPANY/CONTRACTOR:

		HIRES			PROFILE FIRST DAY
		PROMOTIONS			FINAL PROFILE
		RECALLS			TERMINATIONS
		SEPARATIONS			

OCCUPATIONAL CATEGORIES	TOTAL WORK FORCE	WHITE		AFRICAN AMERICAN		HISPANIC		NATIVE AMERICAN ALASKAN NATIVE		ASIAN/PACIFIC ISLANDERS		TOTAL MIN	TOTAL MIN	TOTAL MIN&FEM
	#	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALES	FEMALES	ALL
	%	%	%	%	%	%	%	%	%	%	%	%	%	%
OFFICIALS & MANAGERS %														
PROFESSIONALS %														
ENGINEERS %														
TECHNICIANS %														
SALES WORKERS %														
OFFICE & CLERICAL %														
CRAFTSMEN(SKILLED) %														
OPERATIVES(SEMISKILLED) %														
LABORERS (UNSKILLED) %														
SERVICE WORKERS %														
TOTALS	100%													

DRD 1.1-01 Attachment B

QUARTERLY EQUAL OPPORTUNITY STATISTICAL REPORT FOR THE PERIOD ENDING:

COMPANY/CONTRACTOR:

		HIRES			PROFILE FIRST DAY
		PROMOTIONS			FINAL PROFILE
		RECALLS			TERMINATIONS
		SEPARATIONS			

OCCUPATIONAL CATEGORIES	TOTAL WORK FORCE	DISABLED AMERICANS		30% DISABLED VETERANS		VETERANS WITH LESS THAN 30% DISABILITIES		ALL DISABLED VETERANS	
	#	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
	%	%	%	%	%	%	%	%	%
OFFICIALS & MANAGERS									
%									
PROFESSIONALS									
%									
ENGINEERS									
%									
TECHNICIANS									
%									
SALES WORKERS									
%									
OFFICE & CLERICAL									
%									
CRAFTSMEN(SKILLED)									
%									
OPERATIVES(SEMISKILLED)									
%									
LABORERS (UNSKILLED)									
%									
SERVICE WORKERS									
%									
TOTALS									
	100%								

Attachment C, DRD 1.1-01

Narrative Report for
Equal Employment Activities

A. COMMUNITY ACTIVITIES

B. RECRUITING ACTIVITIES

C. SPECIAL EVENTS

D. OTHER

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 1.1-03
B. LINE ITEM TITLE: WBS 1.1, Management and Control					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. REQ.	G. INITIAL SUB.	H. AS OF DATE
JPMO	3	6	QU	5 Jan 99	90/5

J. REMARKS:
Type "D": Electronic submittal. Product shall be compatible with MicroSoft Office suite of software.

K. DISTRIBUTION	TOTALS	
JPMO	NO.	TYPE
	N/A	D

DATA REQUIREMENT DESCRIPTION

1. TITLE	2. NUMBER
Report, Contract Performance (Metrics)	1.1-03
3. USE	4. DATE 12 Dec 97
To provide Government insight into contractor performance in all areas of the contract and existing or potential problem areas.	5. ORGANIZATION
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

CONTENT: The contractor shall develop, maintain, analyze, and report performance in all areas of the contract. The performance measures and metrics shall include meaningful demonstration of work performance, quality, responsiveness, and long-term effectiveness of the work or services. Metrics developed jointly by the Government and contractor through partnering efforts shall be incorporated into the contractor's data base for reporting purposes. The contractor shall report existing or potential problem areas with recommended solutions.

FORMAT: Contractor format is acceptable.. The report shall identify contract title and contract number.

ATTRIBUTES: As a minimum, metrics shall be meaningful, customer oriented, linked to goals/objectives, process/action oriented, developed from readily collectible and verifiable data, trendable, visually and simply displayed, measurable, repeatable, capable of distinguishing desirable from undesirable results.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 1.1-04 (REVB) (MOD255)
B. LINE ITEM TITLE: WBS 1.1, Management and Control					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. REQ.	G. INITIAL SUB.	H. AS OF DATE
CCSMO	3	6	AR	As required	As required

J. REMARKS:
Block F: An anomaly report is required for each major anomaly as it occurs. The format for the Anomaly Report is at the discretion of the Contractor.

Type "D": Electronic Submittal. Product shall be compatible with MicroSoft Office suite of software.

K. DISTRIBUTION	TOTALS	
	NO.	TYPE
CCSMO	N/A	D
SA-E		
CCAFS/CC		
45SW/SE		

DATA REQUIREMENT DESCRIPTION

1. TITLE	2. NUMBER
Report, Anomaly	1.1-04
3. USE Anomaly Report, to provide immediately a description of equipment/system failure or anomaly, an accident, close call, or personal injury.	4. DATE 29 Nov 04
	5. ORGANIZATION
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

1. An Anomaly Report shall be prepared and distributed per Block K not later than four (4) hours after the anomaly occurs and shall include but not be limited to:
   a. Date, time, location and nature of the anomaly
   b. System or Systems involved
   c. Number, and, if possible, the names of employees involved and nature of injuries, if any
   d. Probable cause of occurrence and events leading up to anomaly
   e. Actions taken to eliminate or minimize any hazards or further damage
   f. Planned corrective actions to prevent reoccurrence if known
   g. Persons notified.
   h. Photographs, if available.

2. Anomalies meeting NASA/Air Force Mishap criteria for Type A through Type D as defined in KNPR 8715.3 or EWR 127-1 or when directed by the CCSMO, shall be upgraded to Mishaps and electronically entered into the NASA Mishap-Reporting database within 24hrs or by the end of the next regular duty day if the incident occurs after 1500 hours on the last work day before a Holiday or weekend or anytime on Weekends or Holidays. In addition, all anomalies with the potential to have been a Type A through Type D Mishap shall also be entered. The data will be captured in a resident database. Data entered shall contain as much detail as available and when appropriate shall include details such as root cause analysis, lists of corrective actions taken, as stated means to prevent recurrence, photographs, etc.

3. When the initial report does not contain final root causes and/or corrective actions, follow-up electronic reporting shall be submitted within 45 working days of the mishap occurrence. Information required is the same as for the initial report with a final root cause analysis and/or list of completed corrective actions. If any action remains open after submittal of the first 45 day report, additional follow-up reporting shall be made on a periodic basis (not to exceed monthly) until closure of all action items.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL MOD 170					A. ITEM NO. 1.1-13
B. LINE ITEM TITLE: Report, Advance Notification of Workforce Reductions					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. FREQ.	G. INITIAL SUB.	H. AS OF DATE
CCSMO	3	6	AR	See Block J	AR

J. REMARKS:

The Contractor shall notify in writing the Industrial Relations Officer, Code QA-A, with a copy to the Contracting Officer, at least 15 calendar days in advance of notification to employees of any planned reduction of permanent, full- time, and part-time employees that exceeds 10% of the total contract workforce or 25 employees, whichever is less. In addition, if Workforce Adjustment and Retraining Notification (WARN) Act notification is required, the contractor shall provide to the IRO and the Contracting Officer the information required by the WARN Act, section 639.7(c) and a listing of all organizations to be notified including those required by section 639.6(a), (c), and (d), at least five (5) days prior to issuance of the notification. Type "D" electronic versions shall be compatible with Microsoft Office.

K. DISTRIBUTION	TOTALS	
	NO.	TYPE
CCSMO Contracting Office (1A and 1D)	3	A
Contracting Officer Technical Representative	1	D
QA-A1		

DATA REQUIREMENT DESCRIPTION

1. TITLE **Report, Advance Notification of Workforce Reductions**	2. NUMBER 1.1-13
3. USE	4. DATE 05 June 2003
	5. ORGANIZATION CCSMO
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

The notification shall include the reason for the reduction in workforce, the number of employees impacted, their labor classifications, their physical location, and their location within contract organizational structure.

The notification shall also identify the expected date of the first separation and the anticipated schedule for making separations, as well as the name and telephone number of a company official to contact for further information.

Contractor form is acceptable.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 1.3-11
B. LINE ITEM TITLE: WBS 1.3, Financial Management					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. REQ.	G. INITIAL SUB.	H. AS OF DATE
CCSMO	3		Mo	15 Days after month	Preceding Month

J. REMARKS:

Type "D": Electronic submittal. Product shall be compatible with MicroSoft Office suite of software.

K. DISTRIBUTION	TOTALS	
	NO.	TYPE
CCSMO	N/A	D

DATA REQUIREMENT DESCRIPTION

1. TITLE	2. NUMBER
Report, Reconciliation of Incurred Costs to Reported Costs	1.3-11
3. USE This document will be used by the Government to analyze contract cost performance and ensure reconciliation of the contract cost data.	4. DATE 1 July 2003 5. ORGANIZATION
7. INTERRELATIONSHIP	6. REFERENCES

PREPARATION INFORMATION

Contractor format is acceptable. Content of the report shall be to identify the value, nature, and source of direct incurred costs that have not been reported to the government in the JOCAS. Every effort shall be made to identify costs by government agency.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL _____					A. ITEM NO. 1.3-12
B. LINE ITEM TITLE: WBS 1.3, Financial Management					
C. OPR.	D. TYPE	E. INSPECT/ ACCEPT	F. REQ.	G. INITIAL SUB.	H. AS OF DATE
CCSMO	3	6	Mo	30 days after incorporation into contract	See Block J

J. REMARKS:

Monthly report is due 20 working days after the close of the contractor's accounting period.

K. DISTRIBUTION	TOTALS	
Electronic distribution via shared file.	NO. N/a	TYPE D

DATA REQUIREMENT DESCRIPTION

1. TITLE	2. NUMBER
Monthly Analysis of Actual to Planned Cost	1.3-12
3. USE This report will be used by the Government to analyze variances between Operating Plan/NEC and actual performance.	4. DATE Nov 6, 2003
	5. ORGANIZATION
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

See attached format.

DRD 1.3.12 SAMPLE FORMAT

P Analyst:						CUM APRIL							
GS Analyst:						WBS 2.1.1 FACILITIES PLANNING - TOTAL							
						FY 2003							
EEIC DESCRIPTION	EEIC	Plan Hrs	Plan $	Actual Hrs	Actual $	Var Hrs	Var $	Plan Rate	Actual Rate	Rate Variance	Vol Variance	Rate Impact	Cum Var
O/T	555J2	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
O/T Premium	555J3	-	-	-	-	-	-	-	-	-	-	-	
REG	555J5	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
TOTAL LABOR		-	-	-	-	-	-				#DIV/0!	#DIV/0!	
TOTAL FTE'S		-		-		-							
OVERTIME %		#DIV/0!		#DIV/0!		#DIV/0!							
INDIRECT	555J8	-	-	-	-	-	-						
TRAVEL	555JB	-	-	-	-	-	-						
LEASED VEHICLES	555JF	-	-	-	-	-	-						
OPERATING LEASES	555JH	-	-	-	-	-	-						
DEPRECIATION	555JP	-	-	-	-	-	-						
SUB-CONTRACTS	555JR	-	-	-	-	-	-						
TRAINING	555JS	-	-	-	-	-	-						
MISC ODC	555JT	-	-	-	-	-	-						
SUPPLY/MATERIELS	555JX	-	-	-	-	-	-						
ION-CAP EQUIPMENT	555JZ	-	-	-	-	-	-						
TOTAL NON-LABOR		-	-	-	-	-	-						
OVERHEAD	555J1	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!			
G&A	555J6	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!			
FEE	555J7	-	-	-	-	-	-	#DIV/0!	#DIV/0!	#DIV/0!			
		-	-	-	-	-	-						
WBS TOTAL		-	-	-	-	-	-						
ARIANCE EXPLANATION:													
ATE:													
DC:													
EW CONTENT:													
CRS:													

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-4
COMPLIANCE DOCUMENTS

REVISED FOR CCR 08-50

AS OF 29 AUG 08

Attachment 3 to CCR 08-50 (Mod 08-50)

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
1.1	KNPD 1600.3	03/07	Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property	Mod 453
1.1.1.1	KNPR 8630.3A	07/05	KSC Shuttle Processing Flight Readiness Certification Review and Mission Management Team Support Plan	Mod 436
1.2	29 CFR 1910.119	11/95	Process Safety Management Standard	Mod 205
1.2	KNPR 8715.3	12/04	KSC Safety Practices Procedural Requirements	Mod 348
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	NSTS 5300.4 (1D-2)	09/97	Safety, Reliability, Maintainability and Quality Provisions for the Space Shuttle Program	Mod 436
1.4.1	KNPR 8720.1	11/04	KSC Reliability, Maintainability and Quality Assurance Procedural Requirements	Mod 266
1.4.1	KNPR 8730.2	12/07	Quality Assurance Procedure Requirements	Mod 493
1.4.3	KNPR 8715.3(T)	10/04	KSC Safety Practices Procedural Requirements	Mod 334
2.1	NAS-STD-8719.11	08/00	Safety Standard for Fire Protection	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	NASA STD 8719.7	01/98	Facility System Safety Guidebook	Mod 205
1.4.2	NSTS 07700 Volume V	10/03	Information Management Requirement	Mod 205
1.4.2	NSTS 22206	07/01	Requirements for Preparation and Approval of Failure Modes and Effects Analysis (FMEA) and Critics Items List (CIL)	Mod 205
1.4.2	NSTS 22254	07/01	Methodology for Conduct of Space Shuttle Hazard Analyses	Mod 205
1.4.2	NSTS 07700, Volume X	10/03	Flight and Control System Specification – Book 1, Requirements	Mod 205
1.4.2.1	NASA-STD-8729.1	12/98	Planning, Developing, and Managing an Effective Reliability and Maintainability (R&M) Program	Mod 205
1.4.3	KNPR 8715.3(T)	10/04	KSC Safety Practices Procedural Requirements	Mod 334
1.4.3	GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010	11/94	Government/Industry Data Exchange Program (GIDEP) Operation Manual	Mod 205
3.1.1.2	Federal Aviation Regulation (FAR) Part 139 (T)	01/03	Certifications and Operations; Land Airports Serving Certain Air Carriers	Mod 205, 348
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	

COMPLIANCE DOCUMENTS

WBS	Document Number	Rev. Date	Document Name	Mod Number
3.1.1.14	29 CFR 1910.120 (T)	Q	Code of Federal Regulations, Hazardous Waste Operations and Emergency Response	Mod 348
3.1.2.1	NPR 1620.1A	10/02	NASA Security Requirements Manual	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	
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)	

J5 Technical Exhibit #3.1-01
Functional Support Elements

Subcontract Administrator	2.0
Safety Health Quality & Training	3.0
Property Analyst	1.0
Fleet Vehicle Manager - CMT	1.0
Work Cordinator	1.0

J5 Technical Exhibit #3.1-02
Fire Services, Emerg Prep & PSCC

Fire Station #2	Sufficient Fire Crews for 24/7 Operations
Fire Station #4	Sufficient Fire Crews for 24/7 Operations
Fire Station #6	Sufficient Fire Crews for 24/7 Operations
Fire Inspectors	5.0
Fire Chief	1.0
Deputy Chief	1.0
Secretary	1.0
Asst Chief, EMS	1.0
Asst Chief, Safety	1.0
Asst Chief, Training	1.0
Battalion Chief, Training	1.0
Battalion Chief, EMS	1.0
Captain, Logistics	1.0
Fire Specialist	1.0
Fire Prevention Asst Chief	1.0
Fire Engineers	3.0
Chief, Emerg Prep	1.0
Analyst, Emerg Mgt.	3.0
PSCC Section Manager	1.0
PSCC Section Supv.	2.0
Emerg Comm Specialist	4 Consoles staffed 24/7

J5 Technical Exhibit #3.1-03 - Security Services

Manager PSSO	1.0
Section Supervisor	2.0
Case Examiner, Sr. (union)	6.0
COMSEC Specialist (union	2.0
Personnel Investigator (Union)	4.0
Facility Security Officer	1.0
Spec Security (Industrial Security)	2.0
Lock Smith (CMT)	3.0
Dispatcher (CMT)	1.0
Security Management	6.00
Administrative Personnel	5.00
Shift Ops & Scheduling Supervisors	17.00
Quality & Safety	1.00
Plans Supv.	2.00
Resource Protection	4.00
Investigations	3.00
Training and CATM	11.00
K-9 Supv	1.00
K-9 Handlers (SPO)	1.00
Boat Ops Asst & CATM Asst (SPO)	2.00
Armorers & Supply Asst (SPO)	11.00
Armorers & Supply Asst NON-Rep	2.00
Badging Officers (SPO)	17.00
Badging Supv	1.00
LC 39 Rover	1/24/7
F Gate/VAB	1/24/7
VAB Protection	1/24/7
OPF Bay 1 Gate	1/16/7
OPF Bay 3 Gate	1/16/7
OPF Protection	1/24/7
LCC Gate E	1/16/7
Facility Rover	1/24/7
Pad A Gate	1/24/7
Pad B Gate	1/24/7
Pad A Rover	1/24/7
Traffic Patrol	1/24/7
SSPF	1/24/7
Escort Unit	1/16/5
Industrial Rover	1/24/7
Gate 3	2/24/7
Gate 2 (4 day support Tuesday-Friday)	2/24/4
Gate 2 (1 day support Monday)	2/16/1
Gate 4	2/24/7
River Boat Patrol	1/24/7
Air Boat Patrol	1/24/7
ERT Officers	5/24/7
ERT Commander	1/8/5
ERT Supervisors	3/8/5
K-9 Handlers	1/24/7
Area Supervisor	1/24/7
Resource Protection/(CLS)	2/8/5
Security Training NFLET CR 03-32	2/8/5
CALEA SOFCC Instructor CCR 05-22	1/8/5
VAB C-Gate	1/10/5
KSC Test Team	1/24/7
KSC Test Team	1/24/5
KSC Test Team	1/8/2
KARS Park	1/24/7

CCR 08-50 - PS Extension
SGS or Successor Contractor Services
As of August 22, 2008

Description	SGS or Successor Contractor to provide service	Additional Comments
Accounting	SGS	
Bench Stock	Successor Contractor / ISC	Government to find out if Successor Contractor will provide bench stock items such as bug repellant, bug spray, clorox, rags, ect.
Blackberry/Cell phones/pagers	Successor Contractor - IMCS	Cellphones and pagers will remain in place - change in service will be transparent to users. Blackberry devices will be replaced but users will retain current phone number and data. ODIN will receive invoice.
Budgets	SGS	
Calibrations	Successor Contractor	Government will work the mechanics of SGS requesting service for calibrations. SGS to provide a guesstimate of service required (anticipate ~ 65 x / month)
Capital Equipment	SGS	SGS will provide list to the gov't. SGS will identify what PS needs to operate for the extension. Gov't to work any unresolved issues with the on-coming AF R contractors. Core team (Ackerman/Hefley/Klotz/Scheidt) will resolve issues by 8/15/08)
Collective Bargaining Agreements	SGS	SPFPA, TWU
Computer Workstations	Successor Contractor - ODIN	Office Workstations will be provided by ODIN.
Contracts	SGS	
Electronic Document Control	Successor Contractor	
Electronic Security System Maintenance	Successor Contractor	
Environmental Support	Successor Contractor	
Facilities - HVAC, plumbing, sign shop, ect.	Successor Contractor	
Fax Machines/Xerox Machines	Successor Contractor - ODIN	Continue to support Fax and Xerox
Finance	SGS	
Fire Engineers	SGS	
Fleet Management	SGS/CMT	Manage GSA Vehicle Fleet
Fuel for Heavy Equipment (diesel & gasoline)	Successor Contractor / ISC	Government will work issues if contract actions with ISC are required
Generator/Light Bank Support	Successor Contractor	
GSA Vehicle extension	SGS	
Heavy Equipment Maintenance	Successor Contractor	
Helicopter Support	Successor Contractor	
Human Resources	SGS	
Hurricane supplies and equipment	Successor Contractor	
IT Software support/Maintenance	Successor Contractor/IMCS	Comm Center, Badging, Trac etc. - Gov't will work with Geshke's group to ensure all PS software issues are supported as needed
KARS Park Attendants	SGS	
Life Support	Successor Contractor	
Lockshop	SGS/CMT	
Logistic Support (Water Bottles/Shipping & Receiving/ Port-o-lets))	Successor Contractor	
Mail Services	Successor Contractor	
Medical Doctor Sponsor for EMT	Successor Contractor	Successor Contractor will provide medical oversight for Paramedics/EMT
Medical Supplies/Life Paks (CHS owned equipment)	CHS	SGS will need to work ACA with CHS for the continued use of Life Paks. SGS needs to validate the use of 3 Lifepacks bought by SGS in Nov 07

CCR 08-50 - PS Extension
SGS or Successor Contractor Services
As of August 22, 2008

Description	SGS or Successor Contractor to provide service	Additional Comments
Mission Support (OMI Changes)	SGS	SGS will need to assume that SGS provides a mission support office needs to be part of the extension. SGS Planners will need to attend meetings.
Mobile/Portable Radio	Successor Contractor	Governement feels that there will be no issue on government radios
Move costs from CCAFS to KSC (locations unknown)	SGS	SGS will provide move crews for the preparation of moving PS to NASA side the middle of Sep 08 in order to ensure all issues are resolved prior to 1 Oct. There may be an impact to schedule of moves.
Office Supplies (Boise)	Successor Contractor / ISC	
OHF for medical certifications	Successor Contractor	
Ordnance Storage - Ammo account	SGS	
Payroll/Time Keeping	SGS	
Pest Control	Successor Contractor	
Pricing	SGS	
Property Management - Equipment Custodians	SGS and Sucessor Contractor / ISC	Successor Contractor = NIMS protion. SGS Protective Services will prepare an interim process to identify property (incoming / transfer, etc.)
Protective Systems - Alarm Techs	Successor Contractor	
Purchasing/Subcontracts	SGS	
Reproduction/Printing	Successor Contractor	
Crane Rigging Shop	Successor Contractor	Ground ladder certifications needed for Fire Services. Include in assumptions.
Roads and Grounds Support	Successor Contractor	
Safety	SGS	
Tech Doc capability	Successor Contractor/IMCS	Government believes there will be no issue obtaining connections to Tech Docs
Technical Training	Successor Contractor	
Travel Agent to support TAL & NFLET Training to other Centers	SGS	Potential for Gov't to extend waivers for NFLET certification postponing travel to other centers - No travel to TAL for Oct mission --- Gov't to provide information as to whether NFLET travel will be waived due to the gov't providing a NASA wide waiver f
Work Control	SGS & Successor Contractor	Gov't to provide information for interface between contractors for requirement based requests
Wrecker Service	Successor Contractor	

				MATERIAL MANAGEMENT					
CONTRACT NUMBER	PROJECT NUMBER	CUSTOMER NAME	PROPERTY MANAGEMENT	RECEIVING OPS	WAREHOUSE / INVENTORY OPS	RECEIVING/ TRANSPORTATION	GFP DISPOSAL	BOTTLED WATER	OTHER
		U. S. Government							
		NASA KSC	Yes	Yes	Yes	Yes	Yes	Yes	1
		NASA Tenant	Yes	Yes	Yes	Yes	Yes	Yes	1
		DCAA-KSC		Yes	Yes				1
		DOD Civil Service-KSC	Yes	Yes	Yes	Yes			
		U. S. Air Force-KSC			Yes			Yes	
		U. S. Fish and Wildlife	Yes	Yes	Yes	Yes	Yes	Yes	1
		Navy							5
		GSA						Yes	
		National Park Service	Yes	Yes	Yes	Yes		Yes	1
		KSC Contracts							
NAS10-00-001		Boeing (ELV)						Yes	1, 5
NAS10-02007		Boeing (CAPPS)						Yes	5
NAS10-03046		City Gas of Florida							5
NAS10-12215		Delaware North Parks Services (DNPS)							1, 5
NAS10-03006		USTDC (ASRC/Dynacs)	Yes	Yes	Yes	Yes		Yes	1
NAS10-99001		ISC	Yes	Yes	Yes	Yes		Yes	
NAS10-02001		Dynamac/Bionetics (LSSC)	Yes	Yes	Yes	Yes			1
NAS10-12220		Analex	Yes	Yes	Yes	Yes		Yes	1, 5
NAS10-02026		Analex (ELVIS)						Yes	5
NAS10-00035		Lackmann	Yes	Yes	Yes	Yes			1, 5
NNM04AA02C		UNITES (and successor)							5
		GE Americom				Yes	Yes		5
		IMCS				Yes	Yes	Yes	1, 5
		MESC	Yes	Yes	Yes	Yes	Yes	Yes	1, 5
		Janitorial	Yes	Yes	Yes	Yes	Yes	Yes	1, 5
		KISS	Yes	Yes	Yes	Yes	Yes	Yes	1, 5
		APSC	Yes	Yes	Yes	Yes	Yes	Yes	1, 5
		NASA Roads and Grounds					Yes	Yes	1, 5
NNK04MA42C		SGT				Yes		Yes	1.5
NAS10-99049		AJT						Yes	5
		KSC/CCAFS Miscellaneous							
		Exchange Council Stores	Yes			Yes			1
		European Space Agency	Yes	Yes	Yes	Yes			
		Johnson Controls/SEVEN						Yes	2
		KARS Parks I & II	Yes	Yes	Yes	Yes			
		KSC Child Development Center	Yes	Yes	Yes	Yes			
		NASA Contactors					Yes		1, 3
		Computer Sciences Corp (DOD/ISTEF)				Yes			
		Edge	Yes	Yes	Yes	Yes		Yes	
		Jacobs Sverdrup						Yes	
		Citgo Gas Station						Yes	
		Lanier World Wide						Yes	
		GHG/MILA Station						Yes	
		OAO/ODIN						Yes	

				MATERIAL MANAGEMENT					
CONTRACT NUMBER	PROJECT NUMBER	CUSTOMER NAME	PROPERTY MANAGEMENT	RECEIVING OPS	WAREHOUSE /INVENTORY OPS	RECEIVING/ TRANSPORTATION	GFP DISPOSAL	BOTTLED WATER	OTHER
		JSC Contracts							
GA67255B04	41	Honeywell							5
SP20526N	45	ITT							5
P000004477	52	USA (SPOC)					Yes	Yes	
NAS8-00169	54	Marshall Space							5
2KC0015	55	Boeing CAPPS						Yes	
Z45010005	71	Boeing Delta IV						Yes	
Z45010004	72	Boeing Delta IV						Yes	
Z45010003	73	Boeing Delta IV						Yes	
AMF-1073	78	Astronauts Memorial Foundation							5
03FSA-021	88	Florida Space Authority							5
HQ3-844817	93	Lockheed Martin						Yes	
DNPSS1644	97	Delaware North							5
		Other Contracts							
NAS5-28100		MDAC							5
NAS7-918		JPL							1, 5
NA7-920		JPL							1, 5
NASW-4300		Grumman Aerospace Corp							5
F04701-93-C-0094		Aerospace Corp.							5
F04701-90-C-0070		Boeing (IUS Program)						Yes	5
F04701-91-C-0031		Boeing						Yes	5
MDA903-91-C-0179		Resource Consultants, Inc							5

Legend:
1= Office Supplies
2 = FEDEX only
3 = Performance Oriented Package (POP) Testing
4 = GFP Disposal
5 = Authorized services as identified in the contract or verified in writing through the ISC Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 5 w/attachments

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

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, LLC
1980 N Atlantic Ave, Suite 330
Cocoa Beach, FL 32931

CODE | FACILITY CODE

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 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 effect the purchase of the inventory identified on the attached spreadsheets. The total cost of this equipment is $2,521,701. This modification is for cost only and does not include fee.

This change revises Article B-3, Contract Value; and Article G-2 ,Contract Funding as shown on the 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Flynn President, SGS	Timothy M. Freeland Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	30 Sept 08	*(Signature of Contracting Officer)*	9-30-08

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30—105

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

Duplicate Original

ARTICLE B-3 CONTRACT VALUE

Basic Period Sep 98-30 Sep 03

The contract value is summarized below:

Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP)			
(Sept 1998)	$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	$396,406,378	$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	$9,200,000	$0	9,200,000
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY99-FY00	$405,606,378	$23,187,199	428,793,577
(10/01/00-09/30/01)	$215,635,118	$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	$18,804,377	$0	18,804,377
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY01	$234,439,495	$13,106,768	247,546,263
(10/01/01-09/30/02)	$234,055,207	$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	$19,865,904	$0	19,865,904
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY02	$253,921,111	$14,098,312	268,019,423
(10/01/02-09/30/03)	$247,365,902	$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	$22,426,471	$0	22,426,471
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY03	$269,792,373	$15,357,411	285,149,784
TOTAL BASIC PERIOD	**$1,164,872,843**	**$65,749,690**	**1,230,622,533**
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	$244,075,599	$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	$22,135,767	$0	22,135,767
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY04	$266,211,366	$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	$2,322,030	$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	$321,092	$25,687	346,779
TOTAL OPTION 1A PERIOD	**$268,854,488**	**$15,564,252**	**284,418,740**

Option Period 1 Oct 04 - 30 Sept 06			
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	$278,763,190	$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	$25,895,945	$0	25,895,945
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY05	$304,659,135	$17,058,749	321,717,884
(10/01/05-09/30/06)	$259,760,241	$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	$29,101,654	$0	29,101,654
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY06	$288,861,895	$13,909,908	302,771,803
Option 3BB			
10/01/04-09/30/05	$2,391,149	$191,292	2,582,441
10/01/05-09/30/06	$2,477,883	$198,231	2,676,114
Total Option 3BB	$4,869,032	$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	$331,342	$26,507	357,849
10/01/05-09/30/06	$331,781	$26,542	358,323
Total Option 5BB	$663,123	$53,049	716,172
TOTAL OPTION 1B Period	**$599,053,185**	**$31,411,229**	**630,464,414**
Option Periods 1 Oct 06 - 30 Sep 08			
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
OPTION 1C			
(10/01/06-9/30/07)	$244,370,822	$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	$31,867,270	$0	31,867,270
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY07	$276,238,092	$12,781,080	289,019,172
(10/01/07-9/30/08)	$246,132,921	$14,916,355	261,049,276
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	$279,581,758	$14,916,355	294,498,113

Option Periods 1 Oct 06 - 30 Sep 08 Cont.			
Option 3BC			
10/01/06-09/30/07	$2,539,810	$203,185	2,742,995
10/01/07-09/30/08	$2,621,598	$209,728	2,831,326
Total Option 3BC	$5,161,408	$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	$0	$0	0
10/01/05-09/30/06	$0	$0	0
Total Option 4BB	$0	$0	0
Option 4BC			
10/01/06-09/30/07	$0	$0	$0
10/01/07-09/30/08	$0	$0	$0
Total Option 4BC	$0	$0	$0
Option 5BC			
10/01/06-09/30/07	$332,204	$26,576	358,780
10/01/07-09/30/08	$341,511	$27,321	368,832
Total Option 5BC	$673,715	$53,897	727,612
TOTAL OPTION 1C Period	**$561,654,973**	**$28,164,245**	**589,819,218**
CCR 08-50 Protectivce Services Extension			
10/01/08 - 12/31/08 (Mod 525)	**$11,181,826**	**$810,682**	**$11,992,508**
Unexcersiced Options:			
Option 1, 01/01/09 - 01/31/09	**$3,650,267**	**$264,644**	**$3,914,912**
Option 2, 02/01/09 - 02/28/09	**$3,473,206**	**$251,807**	**$3,725,014**
Option 3, 03/1/09 - 03/31/09	**$3,921,338**	**$284,297**	**$4,205,635**
Purchase Contractor Furnished Inventory (CFI)			
CFI (Mod 526)	**$2,521,701**	**$0**	**2,521,701**
TOTAL CONTRACT			
VALUE SEP98-MAR09	**$2,608,139,016**	**$141,700,098**	**$2,749,839,114**
*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 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
TOTAL	$2,749,839,114	$2,531,007,762	$203,703,060	$2,734,710,822	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES 1 / 5 w/attachments

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

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, LLC
1980 N Atlantic Ave, Suite 330
Cocoa Beach, FL 32931

Original

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001

10B. DATED (SEE ITEM 13)
August 21, 1998

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT 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 effect the purchase of the Contractor Furnished Equipment (CFE) inventory for the Air Force as identified on the attached spreadsheet, at a net book value of $791,985.

This change revises Article B-3, Contract Value; and Article G-2 ,Contract Funding as shown on the 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Flynn President, SGS	Ernest G. Tweedie Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Michael D. Flynn (Signature of person authorized to sign)	30 Sept 08	E G Tweedie (Signature of Contracting Officer)	9/30/08

Original

ARTICLE B-3 CONTRACT VALUE			
	Basic Period Sep 98-30 Sep 03		
The contract value is summarized below:			
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Phase-In Period (FFP)			
(Sept 1998)	$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	$396,406,378	$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	$9,200,000	$0	9,200,000
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY99-FY00	$405,606,378	$23,187,199	428,793,577
(10/01/00-09/30/01)	$215,635,118	$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	$18,804,377	$0	18,804,377
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY01	$234,439,495	$13,106,768	247,546,263
(10/01/01-09/30/02)	$234,055,207	$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	$19,865,904	$0	19,865,904
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY02	$253,921,111	$14,098,312	268,019,423
(10/01/02-09/30/03)	$247,365,902	$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	$22,426,471	$0	22,426,471
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY03	$269,792,373	$15,357,411	285,149,784
TOTAL BASIC PERIOD	**$1,164,872,843**	**$65,749,690**	**1,230,622,533**
	Option Period 1 Oct 03 - 30 Sept 04		
Option 1A			
(10/01/03-09/30/04)	$244,075,599	$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	$22,135,767	$0	22,135,767
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY04	$266,211,366	$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	$2,322,030	$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	$321,092	$25,687	346,779
TOTAL OPTION 1A PERIOD	**$268,854,488**	**$15,564,252**	**284,418,740**

	Option Period 1 Oct 04 - 30 Sept 06		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	$278,763,190	$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	$25,895,945	$0	25,895,945
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY05	$304,659,135	$17,058,749	321,717,884
(10/01/05-09/30/06)	$259,760,241	$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	$29,101,654	$0	29,101,654
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY06	$288,861,895	$13,909,908	302,771,803
Option 3BB			
10/01/04-09/30/05	$2,391,149	$191,292	2,582,441
10/01/05-09/30/06	$2,477,883	$198,231	2,676,114
Total Option 3BB	$4,869,032	$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	$331,342	$26,507	357,849
10/01/05-09/30/06	$331,781	$26,542	358,323
Total Option 5BB	$663,123	$53,049	716,172
TOTAL OPTION 1B Period	**$599,053,185**	**$31,411,229**	**630,464,414**
	Option Periods 1 Oct 06 - 30 Sep 08		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
OPTION 1C			
(10/01/06-9/30/07)	$244,370,822	$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	$31,867,270	$0	31,867,270
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY07	$276,238,092	$12,781,080	289,019,172
(10/01/07-9/30/08)	$246,132,921	$14,916,355	261,049,276
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	$279,581,758	$14,916,355	294,498,113

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	$2,539,810	$203,185	2,742,995
10/01/07-09/30/08	$2,621,598	$209,728	2,831,326
Total Option 3BC	$5,161,408	$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	$0	$0	0
10/01/05-09/30/06	$0	$0	0
Total Option 4BB	$0	$0	0
Option 4BC			
10/01/06-09/30/07	$0	$0	$0
10/01/07-09/30/08	$0	$0	$0
Total Option 4BC	$0	$0	$0
Option 5BC			
10/01/06-09/30/07	$332,204	$26,576	358,780
10/01/07-09/30/08	$341,511	$27,321	368,832
Total Option 5BC	$673,715	$53,897	727,612
TOTAL OPTION 1C Period	**$561,654,973**	**$28,164,245**	**589,819,218**
CCR 08-50 Protectivce Services Extension			
10/01/08 - 12/31/08 (Mod 525)	**$11,181,826**	**$810,682**	**$11,992,508**
Unexcersiced Options:			
Option 1, 01/01/09 - 01/31/09	**$3,650,267**	**$264,644**	**$3,914,912**
Option 2, 02/01/09 - 02/28/09	**$3,473,206**	**$251,807**	**$3,725,014**
Option 3, 03/1/09 - 03/31/09	**$3,921,338**	**$284,297**	**$4,205,635**
Purchase Contractor Furnished Inventory (CFI)			
CFI (Mod 526)	$2,521,701	$0	2,521,701
Purchase Contractor Furnished I Equipment			
CFE (Mod 527)	**$791,985**	**$0**	**791,985**
TOTAL CONTRACT			
VALUE SEP98-MAR09	**$2,608,931,001**	**$142,492,083**	**$2,750,631,099**
*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 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	**$791,985**				
TOTAL	$2,750,631,099	$2,531,007,762	$203,703,060	$2,734,710,822	

CFE Purchase For Air Force

Pending Sale	Date Assigned	Asset No	ECN	PO	Mfg	Model #	Serial #	Bldg/Rm	Short Description	Depreciation Charge	Project	Historical Cost	Estimated Sep-08 NBV
AF/IOMS INDYNE	07/14/08	A000004000	Needs Tag	A54480					ICE MACHINE	100000OH	AA.0.S.0.XX.03.100000OH	2,247.12	174.73
AF/IOMS INDYNE	07/14/08	A000004001	Needs Tag	A54480					ICE MACHINE	100000OH	AA.0.S.0.XX.03.100000OH	2,247.12	174.73
AF/IOMS INDYNE	07/14/08	A000004025	S001336	E65337	ALAMO INDUSTRIAL	FMM8	2033	KS-1637/B	ALAMO SHREDDER	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	22,790.00	2,288.15
AF/IOMS INDYNE	07/14/08	A000004026	S001335	E65578	KERSHAW MFG CO	KLEARWA	120013701	KS-1637/B	LANDCLEARING MACHINE	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	191,330.00	9,101.82
AF/IOMS INDYNE	07/14/08	A000004028	S001287	E67573	BANDIT INDUSTRIES		1466	KS-49835/	CHIPPER BRUSH	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	42,250.54	4,242.01
AF/IOMS INDYNE	07/14/08	A000004029	S001298	E68372	CONTEX	GG67D	G67D2600	KS-60650/	SCANNER CAD	CPENG00	12.2.1.2.01.03.CPENG002	10,321.22	1,036.27
AF/IOMS INDYNE	07/14/08	A000004030	S001297	E68388	HEWLETT-PACKARD CO	C7780B	G24U3202	KS-M6399	PLOTTER	CPENG01	12.P.6.2.EN.03.CPENG012	5,866.04	588.95
AF/IOMS INDYNE	07/14/08	A000004036	Multiple	E68402					GPS STATION	CPENG00	12.2.1.3.01.03.CPENG003	43,328.19	4,350.21
AF/IOMS INDYNE	07/14/08	A000004078	S003225	E99510	STEELCASE	NONE	NONE	KS-1708/D	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004080	S003194	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,740.20	213.08
AF/IOMS INDYNE	07/14/08	A000004081	S003193	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004082	S003192	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004083	S003191	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,740.20	213.08
AF/IOMS INDYNE	07/14/08	A000004084	S003190	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004085	S003189	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004086	S003188	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004087	S003187	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004088	S003186	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93

AF/IOMS INDYNE	07/14/08	A000004089	S003185	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841 20	220.93
AF/IOMS INDYNE	07/14/08	A000004090	S003184	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841 20	220.93
AF/IOMS INDYNE	07/14/08	A000004091	S003183	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,740 20	213.08
AF/IOMS INDYNE	07/14/08	A000004093	S003182	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841 18	220.91
AF/IOMS INDYNE	07/14/08	A000004772	Multiple S001319 S001326	T67946					TAG-O-MATIC	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	15,540 69	1,560.30
AF/IOMS INDYNE	09/25/08	A000004826	Multiple S001353 S001354	E69698					Boat Grizzly	48DEPNTU	12.P.6.1.SS.03.48DEPNTU	13,979 28	503.09
AF/IOMS INDYNE	07/14/08	A000004827	S001352	E69442	JOHN DEERE TRACTOR	GATOR 4X	004X20879	KS-44625/	TRACTOR	48DEPREC	12.P.6.1.SS.03.48DEPREC	6,256 17	625.62
AF/IOMS INDYNE	07/14/08	A000004829	S001364	E69921	GENIE INDUSTRIES	TMZ-34	T3403219	KS-1708/A	MOUNTED. TRAILER	49DEPREC	12.P.6.1.SS.03.49DEPREC	18,036 96	1,803.89
AF/IOMS INDYNE	07/14/08	A000004830	S001351	E67926	STERLING TRUCK	M8500	CHAK63AL	KS-1708/	VACUUM TRUCK	49DEPREC	12.P.6.1.SS.03.49DEPREC	122,009 18	12,200.92
AF/IOMS INDYNE	07/14/08	A000004863	S001374	E72459	JLG INDUSTRIES, INC		300074142	KS-1708/	BOOM LIFT	49DEPREC	12.P.6.1.SS.03.49DEPREC	75,019 02	5,777.78
AF/IOMS INDYNE	07/14/08	A000004881	Multiple S001375 S003210	E70764					Dual Voltage Generator	45DEPREC	12.P.M.2.BM.03.45DEPREC	117,016 01	9,002.97
AF/IOMS INDYNE	07/14/08	A000004884	S003236	E71509	ADDISON	PC134J04F	3 07E+10	KS-49831/	PORTABLE AIR CONDITIONING UNIT	49DEPREC	12.P.6.1.SS.03.49DEPREC	10,745.22	1,993.77
AF/IOMS INDYNE	07/14/08	A000004885	S003237	E71509	ADDISON	PC134J04F	UNKNOWN	KS-49831/	PORTABLE AIR CONDITIONING UNIT	49DEPREC	12.P.6.1.SS.03.49DEPREC	10,745.22	1,993.77
AF/IOMS INDYNE	07/14/08	A000004886	Component	E71509					PORTABLE AIR CONDITIONING UNIT	49DEPREC	12.P.6.1.SS.03.49DEPREC	10,745.22	1,993.77
AF/IOMS INDYNE	07/14/08	A000004891	S001975	E73932	SENSORS & SOFTWARE	NOGGIN 2	0Q5ANOG0	KS-M6486	NOGGIN 500 PLUS SMART CARD	NASAUGL	12.2.2.1.41.03.NASAUGLX	22,715.80	4,736.85
AF/IOMS INDYNE	07/14/08	A000004892	N/A	E73932	System Component				EKKO MAPPER - NOGGIN SYSTEM	NASAUGL	12.2.2.1.41.03.NASAUGLX	1,272.00	264.50
AF/IOMS INDYNE	07/14/08	A000006088	S001969	E78136	AVO MULTI-AMP CORP	8430	1PRT04040	KS-60748/	MEGGER PROTECTION RELAY TEST	CSPSEC0	12.P.6.1.SS.03.49DEPREC	36,941 00	9,380 95
AF/IOMS INDYNE	07/14/08	A000006090	S002457	E78107	CCE TECHNOLOGIES	2300-12	300-74564	KS-60748/	C-TEK MOBILE POWER UNIT	45DEPREC	12.P.6.1.SS.03.49DEPREC	23,772.22	6,190.67
AF/IOMS INDYNE	07/14/08	A000006098	S002553	E78131	CARRIER AIR CONDITIONI	30GXR174	304F6526	KS-49831/	154 Ton Portable Chiller	10230065	12.P.6.1.SS.03.49DEPREC	134,060.06	38,385 80

AF/IOMS INDYNE	07/14/08	A000006104	S004975	E78137				KS-605/YA	115 V GENERATOR - GROUND POWER	BUZZDP0	12 P.6 1.AF.03.12 590751	35,510 00	10,479 52
AF/IOMS INDYNE	07/14/08	A000006106	S004997	E78137				KS-605/YA	115 V GENERATOR - GROUND POWER	10259075	12 P 6 1.AF.03.12 590751	35,510 00	9,942 40
AF/IOMS INDYNE	07/14/08	A000006143	S002475	E83143	VAN STEENBURGH	BV300A-1	754664828	KS-1608/1	REFRIGERANT RECLAIMER SYSTEM	CSPENVH	12 P 6 1.SS.03.49 DEPREC	11,233 56	3,905.45
AF/IOMS INDYNE	07/14/08	A000006151	S007432	E82669	TRIMBLE NAVIGATION LTD	5800-50	44421395	KS-60650/	GPS Surveying System	10245793	12 2.1 3.01.03.CP ENG003	15,786.05	4,416.36
AF/IOMS INDYNE	07/14/08	A000006152	S007433	E82669	TRIMBLE NAVIGATION LTD	5800-50	51614831	KS-60650/	GPS Surveying System	44DEPRE	12 2 1 3.01.03.CP ENG003	15,786 05	4,416 36
AF/IOMS INDYNE	07/14/08	A000006153	S007434	E82669	TRIMBLE NAVIGATION LTD	5800-50	51614830	KS-60650/	GPS Surveying System	CPENG00	12.2 1 3.01.03.CP ENG003	15,786.05	4,416 36
AF/IOMS INDYNE	07/14/08	A000006154	S007435	E82669	TRIMBLE NAVIGATION LTD	TRM TSC	GR00049	KS-60650/	GPS Surveying System	CPENG00	12 2 1 3.01.03.CP ENG003	4,746 84	1,284 71
AF/IOMS INDYNE	07/14/08	A000006155	S007436	E82669	TRIMBLE NAVIGATION LTD	TRM TSC	GR00047	KS-60650/	GPS Surveying System	CPENG00	12 2 1 3.01.03.CP ENG003	4,746 84	1,284 71
AF/IOMS INDYNE	07/14/08	A000006156	S007437	E82669	TRIMBLE NAVIGATION LTD	TRM TSC	GR00048	KS-60650/	GPS Surveying System	CPENG00	12.2.1 3.01.03.CP ENG003	4,746 84	1,284 71
AF/IOMS INDYNE	07/14/08	A000006157	N/A	E82669	Component of S007432-				GPS Surveying System	CPENG00	12 2 1 3.01.03 CP ENG003	498 47	137 54
AF/IOMS INDYNE	07/14/08	A000006158	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12 2 1 3 01.03 CP ENG003	498.47	137 54
AF/IOMS INDYNE	07/14/08	A000006159	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2 1 3.01.03.CP ENG003	498.47	137 54
AF/IOMS INDYNE	07/14/08	A000006160	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2 1 3.01.03.CP ENG003	498 46	137 54
AF/IOMS INDYNE	07/14/08	A000006161	N/A	E82699	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1 3.01.03.CP ENG003	498 46	137.54
AF/IOMS INDYNE	07/14/08	A000006162	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2 1 3.01.03.CP ENG003	498.46	137.54
AF/IOMS INDYNE	07/14/08	A000006163	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1 3 01.03.CP ENG003	1,426.20	629.37
AF/IOMS INDYNE	07/14/08	A000006164	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2 1 3.01.03.CP ENG003	2,857.23	801 79
AF/IOMS INDYNE	07/14/08	A000006165	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1 3.01.03.CP ENG003	2,857 23	801.79
AF/IOMS INDYNE	07/14/08	A000006175	S002478	E83142	"CIM USA	INC"	M600820	KS-49816/	METAL TAG EMBOSSER	45DEPRE	12.P 6 1.SS.03 49 DEPREC	6,354.70	2,208.26

AF/IOMS INDYNE	07/14/08	A000006191	S003224	T84722	GRAVOGRAPH GMBH	IS400	147333110	KS-1708/D	DOG TAG ENGRAVING MACHINE	10327741	12 P.6 1 SS.03.43 DEPREC	9,936.37	3,738 52
AF/IOMS INDYNE	07/14/08	A000006198	S002496	E84936	UTILISCOPE CORP	VE75	CABAA66U	KS-M6486	UTILIVAC VE 75 TOWABLE SYSTEM	CSPSEC0	12 2 2 7 01 03.133 4625	30,102 94	10,033 87
AF/IOMS INDYNE	07/14/08	A000006199	S002498	E83763	CARRIER AIR CONDITIONI	30RBA070	605Q8050	KS-49831/	Turnkey 60 Nominal Ton Chiller	CSPSEC0	12 P.6 1 SS.03 49 DEPREC	93,280 00	37,393 73
AF/IOMS INDYNE	09/17/08	A000006321	S007127	E82558	GATEWAY COMPANIES INC	FPD1765	55590L13	KS-81900/	17 INCH MONITOR	890000DA	13 P.I M DA.03 89 0000DA	263 94	50 84
AF/IOMS INDYNE	07/14/08	A000007078	S007452	E84619	SENSORS & SOFTWARE INC	NOGGIN F	32500027	KS-M6486	NOGGIN PLUS 250 SMART CARD	8000GRPH	12 2.2 7 01.03 133 4625	27,819.70	11,160 62
AF/IOMS INDYNE	07/14/08	A000007079	S002563	E84912	CHICAGO DRIES	SB1014	328742T	KS-1708/B	SHEET METAL HAND BREAK	8000GRPH	12 P 6 1 SS.03 43 DEPREC	6,987 20	4,258 68
AF/IOMS INDYNE	07/14/08	A000007538	S002499	E83836	JLG INDUSTRIES	800AJ	300092742	KS-M6486	86' MOUNTED AERIAL LIFT	CSPSEC0	12.P M 2 BM.03 4 2DEPREC	113,558 35	37,891.50
AF/IOMS INDYNE	07/14/08	A000007540	S002559	E84959	BELSHE INDUSTRIES INC	WB-12	018286104	KS-44600/	18' BOBCAT TRAILER	46DEPKS0	12 P 6 1 SS 03.43 DEPREC	5,555 90	2,294 71
AF/IOMS INDYNE	07/14/08	A000007541	S003202	T80847	CIM USA,INC	MDT500	M600310	KS-M6587	METAL DOG TAG EMBOSSER	42DEPRE0	12 P.M 2 BM 03 4 6DEPKSC	6,854 70	2,189 81
AF/IOMS INDYNE	07/14/08	A000007554	Multiple S002513 S002517	E87915					125 FT 4 WD BOOM LIFT	10375849	12 P 6 1 SS 03 48 DEPREC	186,021 86	80,378 18
AF/IOMS INDYNE	07/14/08	A000007555	S004999	K06260			2002/10214	KS-50012/	ARTTS6-ADV RELAY TEST TRAN SIM	10327746	12 2 1 2 01 03 CP ENG002	47,424 40	23,620 14
AF/IOMS INDYNE	07/14/08	A000007561	Multiple S002515 S002516	E87915					125FT ARTICULATING BOOM LIFT	45DEPRE0	12 P 6 1 SS 03 48 DEPREC	186,021 86	82,675 44
AF/IOMS INDYNE	07/14/08	A000007562	S002516	E87915	JLG	1250AJP	030010161	KS-M6744	125FT ARTICULATING BOOM LIFT	134000OH	12 P M 2 BM 03 4 5DEPREC	186,036 85	82,683 68
AF/IOMS INDYNE	07/14/08	A000007563	S002517	E87915	JLG	1250AJP	300010377	KS-M6744	125FT ARTICULATING BOOM LIFT	10408868	12.P M 2 BM 03 4 2DEPREC	186,036 85	82,683 68
AF/IOMS INDYNE	07/14/08	A000007576	S003060	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	CSPSEC0	12.P M.2 BM.03.4 0DEPREC	1,618 62	808 85
AF/IOMS INDYNE	07/14/08	A000007577	S003061	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	CSPSEC0	12.P.M.2.BM.03.4 0DEPREC	1,618 62	808 85
AF/IOMS INDYNE	07/14/08	A000007578	S003062	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	10433643	12.P.M.2 BM.03.4 0DEPREC	1,618 62	808 85
AF/IOMS INDYNE	07/14/08	A000007579	S003063	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	40DEPRE0	12.P.M.2.BM.03.4 0DEPREC	1,618 62	808 85
AF/IOMS INDYNE	07/14/08	A000007580	S003064	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	40DEPRE0	12.P.M.2.BM.03 4 0DEPREC	1,618 62	808 85

AF/IOMS INDYNE	07/14/08	A000007582	Needs Tag	E89916					PORTABLE GUARDRAIL	40DEPRE	12 P M 2.BM.03.4 0DEPREC	32,855.76	17,037.46
AF/IOMS INDYNE	07/14/08	A000007680	S004976	T85716	UNITED STATES CRANE INC	DFA-150	C26015	KS-1635	SUSPENDED PERSONNEL PLATFORM	40DEPRE	12 P 6 1 SS 03 48 DEPREC	13,040.60	4,829.94
AF/IOMS INDYNE	07/14/08	A000007686	S003215	E92340	TRANSCRAFT	TL-200S2	482058202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12.P 6 1 SS.03.48 DEPREC	25,762.24	16,459.19
AF/IOMS INDYNE	07/14/08	A000007687	S003216	E92340	TRANSCRAFT	TL-200S2	482018202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12.P 6 1 SS.03 48 DEPREC	25,762.24	16,459 19
AF/IOMS INDYNE	07/14/08	A000007688	S003217	E92340	TRANSCRAFT	TL-200S2	482018202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12 P 6 1 SS 03.48 DEPREC	25,762.24	16,459.19
AF/IOMS INDYNE	07/14/08	A000007689	S003218	E92340	TRANSCRAFT	TL-200S2	482018202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12 P 6 1 SS 03.48 DEPREC	25,762.24	16,459 19
AF/IOMS INDYNE	07/14/08	A000007690		E92825	UNKNOWN	VLF25CM	NONE		AC HI-POT TESTER W/FREQ OUTPUT	49DEPR	12.P 6 1 SS.03.49 DEPREC	9,066.35	6,260 05
AF/IOMS INDYNE	07/14/08	A000007691	S003206	E92825	HIGH VOLTAGE INC	CDS-3632	NONE	KS-60748/	FAULT LOCATOR	49DEPR	12 P 6 1 SS.03.49 DEPREC	28,892.38	19,949.54
AF/IOMS INDYNE	07/14/08	A000007695		E91783					AUTO INSULATION POWER FACTOR TEST KIT	45DEPR	12.P M 2.BM.03.4 5DEPREC	46,522.35	32,121 43
AF/IOMS INDYNE	07/14/08	A000007698	S003195	E92840	PORTAMIX	202		KS-44600/	HEAVY DUTY MIXER / HAULER	43DEPR	12.P 6 1 SS.03.43 DEPREC	26,924.00	12,714.09
													791,984.92

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 000529

3. EFFECTIVE DATE 09/30/2008

4. REQUISITION/PURCHASE REQ. NO. 4200271017

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $4,615,514.52
4200271017

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

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

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $4,615,515. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through November 15, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 09/30/2008

NSN 7540-01-152-8070
Previous edition unusable

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

Financial Management Copy

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
TOTAL	$2,747,317,413	$2,535,281,387	$204,044,950	$2,739,326,337	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 18

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

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

CODE | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS10-99001

10B. DATED (SEE ITEM 13)
August 21, 1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

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

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

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

Revise Article H-14 and Section J, Attachment J-11; Small Business, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (04/01/08 – 09/30/08).

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy M. Freeland Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 9-30-08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA FAR (48 CFR) 53.245

Duplicate Original

NAS10-99001

JOINT BASE OPERATIONS AND SUPPORT

CONTRACT

ATTACHMENT J-11

SUBCONTRACTING PLAN

ARTICLE H-14 SMALL BUSINESS AND SMALL DISADVANTAGED SUBCONTRACTING PLAN

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

Period Covered	Plan Date
04/01/08 – 09/30/08	6/5/2008 **(Mod 530)**

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

Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (4/1/08 – 9/30/08)

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

Contract No.: NAS10-99001

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

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

The following is hereby submitted as SGS's Subcontracting Plan to satisfy the applicable requirements of Contract Number NAS10-99001, for **Contract Period April 1, 2008 through September 30, 2008.**

1) The total estimated dollar value of this contract period is **$147.058M**

2) The total estimated dollar value of all planned subcontracting (to all types of business concerns, both small and large businesses) under this contract is **$67.279M.**

3) The following goals first expressed in terms of a percentage of total planned subcontracting dollars, and second expressed in terms of a percentage of TOTAL CONTRACT VALUE, are applicable to the contract cited above.

   a) Small Business Concerns **75.41%** of total actual subcontracting dollars under this contract will go to subcontractors who are small business concerns. This equates to **34.5%** of the Total Contract Value.

   b) Small Disadvantaged Business concerns: **37.16%** of total actual subcontracting dollars will go to subcontractors who are small business concerns, owned and controlled by socially and economically disadvantaged individuals. This equates to **17.0%** of the total contract value. This percentage is included in the percentage shown under 3(a) above, as a subset.

c) Women-Owned Small Business concerns: **16.39%** of total actual 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 subcontracted to Small Business concerns: **$50.735M**

b) Total dollars subcontracted to Small Disadvantaged Business concerns: **$25.0M.** This dollar amount is included in the amount shown under 4(a) above as a subset.

c) Total dollars subcontracted exclusively to Women-Owned Small Business concerns: **$11.029M.** This dollar amount is included in the amount shown, under 4(a) above, as a subset.

d) Total dollars planned to be subcontracted to Veteran-Owned Small Business concerns: $0.

e) Total dollars planned to be subcontracted to Service-Disabled Veteran-Owned Small Business concerns: $0.

f) Total dollars planned to be subcontracted to HUBZone Small Business concerns: $0.

	Total Dollars	% of CV	% of Subcontracted Dollars
Contract Value (CV)	**$147,057,909**		
Total Subcontracted Dollars	**$67,278,685.78**		
Small business spending	$50,734,978.61	34.5%	75.41%
Small Disadvantaged	$24,999,844.53	17.0%	37.16%
Woman owned (WO)	$11,029,343.18	7.5%	16.39%
Veteran-Owned	$0	0%	0%
Service-Disabled Veteran-Owned	$0	0%	0%
HUBZone	$0	0%	0%

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

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

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

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

OTHER DIRECT COSTS

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

Various	Equipment Acquisition	<$25K set-asides to Small Business competition. >$25K open competition.

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

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

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

- Electrical Components
- Construction Materials
- Reproduction Equipment and Supplies
- General Hardware
- Computer Maintenance
- Computer Hardware/Software and Supplies
- General Office Supplies
- Safety and Laboratory Supplies
- Automotive and Heavy Equipment Supplies
- Specialty Gases
- Security and Fire Equipment
- Cafeteria Supplies
- Janitorial Supplies

++	Various Lease/Rentals	FFP
++	Various Maintenance and Service Agreements	FFP/BPA
+++	OEM Mainframe Peripherals and/or Proprietary Software Licenses/ Agreements	FFP/BPA

+++	Various GSA/Depot Commodities and Services	FFP
+++	Various Hazardous Waste Disposal Requirements	FFP
+++	Various Heavy/Specialized Equipment OEM Direct Purchases	FFP

LEGEND

+ Indicates Subcontracts in Place -- No further Opportunities (Requirements Complete).

++ Indicates Some Subcontracts are in Place and Additional Requirements are Expected and yet Undefined.

+++ Indicates Some Subcontracts in Place with Large Businesses, and Additional Requirements are Expected and yet Undefined.

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

   a) Historical data - i.e., what products and services we have obtained from Small, Small Disadvantaged, or Women-Owned Small Business etc.

   b) Trade-off analysis for budgetary considerations and estimated Contract value projections to ensure Small, Small Disadvantaged and Women-Owned Small Business requirements are met or exceeded.

   c) Particular attention will be focused on the needs of SGS as it relates to the overall small, small disadvantaged, and women-owned small business goal accomplishments.

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

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

   b) SGS - Minority Supplier List, which contains a compilation of vendors from SGS bid lists, Florida Minority Business Directory, PRO-NET, and 8.a. approved lists published by the SBA Regional/District Office.

   c) Directories published by other companies and Government agencies.

   d) Contact with Regional Minority Purchasing Councils.

   e) SGS's Central Industry Assistance Officer.

   f) GSA/DLA Listings

g) National Industries of the Blind

h) National Industries for the Severely Handicapped

i) SGS's indirect and overhead costs have not been included in the goals specified in 1 and 2.

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

Name:	Robert M. Cunio
Title:	Sr. Director, Program Support
Address:	P.O. Box 21237, SGS 310
	Kennedy Space Center, FL 32815-0237

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.

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

Name:	Holly Pilo
Title:	Small Business Liaison Officer
Address:	P. O. Box 21237, SGS 320
	Kennedy Space Center, FL 32815-0237

Duties:

(a) Obtaining Small, Small Disadvantaged, and Small/ Women-Owned Business sources from all applicable agencies, such as SBA.

(b) Ensuring inclusion of Small Business, Small Disadvantaged Business, and Women-Owned Small Business firms in all solicitations, where appropriate.

(c) Attending or arranging for attendance at business opportunity workshops, minority enterprise seminars, trade fairs.

(d) Conducting or arranging motivational training for contracts/procurement personnel.

(e) Monitoring attainment of proposed goals/requirements.

(f) Reviewing solicitations to remove statements, clauses, etc., that may tend to prohibit Small, Small Disadvantaged, and Women-Owned Small Business participation, where appropriate.

(g) Maintaining records of Small, Small Disadvantaged, and Women-Owned Small Businesses.

(h) Assisting in developing subtier subcontract plans.

(i) Acting as liaison to SBA.

(j) Coordinating efforts to meet procurement goals/requirements.

9) The following minimum efforts will be taken to ensure that Small, Small Disadvantaged, and Women-Owned Small businesses have an equitable opportunity to compete for subcontracts and Purchase Orders:

Outreach efforts will be made, as follows:

a) Contact with minority and small business trade associations.

b) Contact with business development organizations.

c) Attendance at small and minority business procurement conferences and trade fairs.

d) Visits to supplier plants and correspondence with suppliers to establish qualifications of suppliers.

e) Working with other on-site prime contractors and to assist (when possible) in coordinating: Small Business workshops or conferences, the purpose of which is to provide insight on how small businesses can become Team Members.

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

a) Workshops, seminars, and training programs will be conducted.

b) Activities of individual administrators will be monitored to evaluate compliance with this Subcontracting Plan and Small Business requirements.

c) Small, Small Disadvantaged, and Women-Owned Small Business source lists, guides, and other identifying Small Business suppliers will be maintained and used by administrators in soliciting subcontracts.

d) All procurements under $25,000 are reserved exclusively for Small Businesses except when there is no reasonable expectation that offers will be received--from two or more small businesses, which are competitive as to price, delivery, or quality.

e) All fixed-price construction contracts between $2,000 and $3,000,000 are set-asides for small business.

f) Small business set-asides are encouraged when the dollar amount exceeds the amount specified above.

g) Women-Owned Small Business set-asides will be used when there is a reasonable chance that two or more Women-Owned Small firms possess the required qualifications to compete.

11) SGS agrees that the clause entitled "Utilization of Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" will be included in all subcontracting opportunities, and any subcontract, except Small Business Concerns who receive a subcontract in excess of $500,000 ($1,000,000 for construction) will be required to adopt and comply with a Subcontracting Plan similar to this one. Percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential Small, Small Disadvantaged, and Women-Owned Small subcontractors, and prior experience. Once approved and implemented, plans will be monitored through submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and Subcontracting Program progress.

12) SGS agrees to submit such periodic reports and to cooperate in studies or surveys as may be required by Government or the Small Business Administration in order to determine the extent of compliance with the Subcontracting Plan.

13) In addition, SGS agrees that it will submit to the Contracting Officer the contract data requirement documents in accordance with the terms and condition(s) of this contract. Reports will be coordinated/structured to allow for optimum efficiency in reporting. SGS will satisfy all additional requirements for reports, such as advise-o-grams, special studies, one-time requests, and other documentation within funding limitations or budgetary constraints and as approved by the Contracting Officer.

14) SGS agrees that it will maintain at least the following types of records to document compliance with the Subcontracting Plan:

a) Contract Data Deliverables Documents as required under the terms and conditions of the J-BOSC Contract.

b) Small, Small Disadvantaged Business, and Women-Owned Small source lists, guides, and other data identifying Small Business, Small Disadvantaged Business, and Women-Owned Small Business vendors.

c) Organizations contracted for Small/Small Disadvantaged and Women-Owned Small Business sources.

d) Records to support outreach efforts, i.e., contacts with Minority and Small Business Trade Associations, attendance at Small and Minority Business procurement conferences and trade fairs, and visits to supplier plants.

e) On a subcontract-by-subcontract basis, records to support award data submitted to the Government, to include subcontractor's name, address, and business size.

f) To submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts and/or SF-295, Summary Subcontract Report, in accordance with instructions on the form.

g) To require all subcontractors to submit SF-294 and SF-295, if applicable.

h) To ensure Small, Small Disadvantaged and Women-Owned Small Businesses are considered in all "make or buy" decisions and to establish a program whereby periodic training is conducted with technical personnel and employees preparing requisitioning documentation.

i) To submit other data and information as requested by the Contracting Officer or contained within supplements to the data requirements listing of this contract.

Concurrence:

Robert M. Cunio
Sr. Director, Program Support

Date:

Approved:

Michael Flynn
President, SGS

Date:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. 531

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $3,525,513.61
4200

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $3,526,524. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through DECEMBER 1, 2008.

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

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

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

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED 9-30-08

NSN 7540-01-152-8070
Previous edition unusable

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

Duplicate Original

NAS10-99001

ARTICLE G-2

CONTRACT FUNDING

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127	$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
485					
486	$9,097,049	$44,216	$3,537	$ 47,753	12/17/2007
487					
488	$10,265	$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
489		$4,417,806	$353,424	$ 4,771,230	3/14/2008
490		$77,417	$6,193	$ 83,610	3/14/2008
491					
494	($930,462)				
495	($764,056)	$5,171,964	$413,757	$ 5,585,721	3/17/2008
496		$9,330,699	$746,456	$ 10,077,155	3/26/2008
497		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
498					
499	$808,818	$14,800,003	$1,184,000	$15,984,003	5/15/2008
504		$29,465,641	$2,562,229	$32,027,870	6/24/2008
507		$16,672,514	$1,333,801	$18,006,315	7/21/2008
508					
509	($840,023)	$4,777,628	$382,210	$ 5,159,838	7/24/2008
510		$8,333,333	$666,667	$ 9,000,000	7/31/2008
512					
513	($3,124,320)	$10,867,773	$869,422	$ 11,737,195	8/8/2008
514					
515	($700,122)	$5,767,521	$461,402	$6,228,923	8/29/2008
516		$2,821,831	$225,746	$3,047,577	9/4/2008
518		$8,623,296	$689,864	$9,313,160	9/18/2008
519		$48,274	$3,862	$52,136	9/18/2008
520		$108,019	$8,641	$116,660	9/18/2008
521		$85,214	$6,817	$92,031	9/18/2008
522		$796,943	$63,755	$860,698	9/30/2008
523		$279,003	$22,320	$301,323	9/30/2008
524					
525	$11,992,508				
526	$2,521,701				
527	$791,985				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
TOTAL	$2,750,631,099	$2,538,545,752	$204,306,099	$2,742,851,851	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
	1	2

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

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, LLC
1980 N Atlantic Ave, Suite 330
Cocoa Beach, FL 32931

CODE | FACILITY CODE

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 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); and mutual agreement
X	D. OTHER *(Specify type of modification and authority)* Biilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

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 de-obligate funding in the amount of ($1,001,819). The remaining funds obligated to the contract are estimated to be adequate for contract performance through November 26, 2008.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Michael Flynn President, SGS	Timothy M. Freeland Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9 Oct 2008	*(Signature of Contracting Officer)*	10-9-08

NSN 7540-01-152-8070
PREVIOUS EDIION UNUSABLE

30—105

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

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610.00)	$ (74,209.00)	$ (1,001,819.00)	11/26/2008
TOTAL	$2,759,540,776	$2,537,618,142	$204,231,890	$2,741,850,032	

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		**$ (927,610.00)**	**$ (74,209.00)**	**$ (1,001,819.00)**	**11/26/2008**
TOTAL	$2,759,540,776	$2,537,618,142	$204,231,890	$2,741,850,032	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 533

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: 4200271681

5. PROJECT NO. (If applicable): J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
4200271681 Net Increase: $642,470.04

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 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 $642,470. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through December 24, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 10/22/2008

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		**$ 599,040**	**$ 43,430**	**$ 642,470**	**12/24/2008**
TOTAL	$2,759,540,776	$2,538,217,182	$204,275,320	$2,742,492,502	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT CODE	PAGE OF PAGES 1 / 5 w/attachments

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

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, LLC
1980 N Atlantic Ave, Suite 330
Cocoa Beach, FL 32931

Original

CODE FACILITY CODE

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 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 (1) make corrections to the Modification 527 Air Force CFE purchase listing by adjusting Net Book Values and deleting items that are unaccounted for as shown on attachment 1 and (2) including the final JBOSC Data Requirements Delivery (DRD) listing, attachment 2. As a result of this action the cost for the Modification 527 Air Force CFE purchase is increased from $791,985 by $7,034 to $799,019.

This change revises Article B-3, Contract Value; and Article G-2 ,Contract Funding as shown on the 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Michael Flynn President, SGS		Ernest G. Tweedie Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Michael A. Flynn	13 Nov 2008	E G Tweedie	13 NOV 08
(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 (FFP)			
(Sept 1998)	$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	$396,406,378	$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	$9,200,000	$0	9,200,000
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY99-FY00	$405,606,378	$23,187,199	428,793,577
(10/01/00-09/30/01)	$215,635,118	$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	$18,804,377	$0	18,804,377
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY01	$234,439,495	$13,106,768	247,546,263
(10/01/01-09/30/02)	$234,055,207	$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	$19,865,904	$0	19,865,904
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY02	$253,921,111	$14,098,312	268,019,423
(10/01/02-09/30/03)	$247,365,902	$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	$22,426,471	$0	22,426,471
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY03	$269,792,373	$15,357,411	285,149,784
TOTAL BASIC PERIOD	**$1,164,872,843**	**$65,749,690**	**1,230,622,533**
Option Period 1 Oct 03 - 30 Sept 04			
Option 1A			
(10/01/03-09/30/04)	$244,075,599	$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	$22,135,767	$0	22,135,767
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY04	$266,211,366	$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	$2,322,030	$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	$321,092	$25,687	346,779
TOTAL OPTION 1A PERIOD	**$268,854,488**	**$15,564,252**	**284,418,740**

	Option Period 1 Oct 04 - 30 Sept 06		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	$278,763,190	$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	$25,895,945	$0	25,895,945
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY05	$304,659,135	$17,058,749	321,717,884
(10/01/05-09/30/06)	$259,760,241	$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	$29,101,654	$0	29,101,654
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY06	$288,861,895	$13,909,908	302,771,803
Option 3BB			
10/01/04-09/30/05	$2,391,149	$191,292	2,582,441
10/01/05-09/30/06	$2,477,883	$198,231	2,676,114
Total Option 3BB	$4,869,032	$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	$331,342	$26,507	357,849
10/01/05-09/30/06	$331,781	$26,542	358,323
Total Option 5BB	$663,123	$53,049	716,172
TOTAL OPTION 1B Period	**$599,053,185**	**$31,411,229**	**630,464,414**

	Option Periods 1 Oct 06 - 30 Sep 08		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
OPTION 1C			
(10/01/06-9/30/07)	$244,370,822	$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	$31,867,270	$0	31,867,270
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY07	$276,238,092	$12,781,080	289,019,172
(10/01/07-9/30/08)	$246,132,921	$14,916,355	261,049,276
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	$279,581,758	$14,916,355	294,498,113

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	$2,539,810	$203,185	2,742,995
10/01/07-09/30/08	$2,621,598	$209,728	2,831,326
Total Option 3BC	$5,161,408	$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	$0	$0	0
10/01/05-09/30/06	$0	$0	0
Total Option 4BB	$0	$0	0
Option 4BC			
10/01/06-09/30/07	$0	$0	$0
10/01/07-09/30/08	$0	$0	$0
Total Option 4BC	$0	$0	$0
Option 5BC			
10/01/06-09/30/07	$332,204	$26,576	358,780
10/01/07-09/30/08	$341,511	$27,321	368,832
Total Option 5BC	$673,715	$53,897	727,612
TOTAL OPTION 1C Period	**$561,654,973**	**$28,164,245**	**589,819,218**
CCR 08-50 Protectivce Services Extension			
10/01/08 - 12/31/08 (Mod 525)	**$11,181,826**	**$810,682**	**$11,992,508**
Unexercised Options:			
Option 1, 01/01/09 - 01/31/09	**$3,650,267**	**$264,644**	**$3,914,912**
Option 2, 02/01/09 - 02/28/09	**$3,473,206**	**$251,807**	**$3,725,014**
Option 3, 03/1/09 - 03/31/09	**$3,921,338**	**$284,297**	**$4,205,635**
Purchase Contractor Furnished Inventory (CFI)			
CFI (Mod 526)	$2,521,701	$0	$2,521,701
Purchase Contractor Furnished Equipment (CFE)			
CFE (Mod 527)	$791,985	$0	$791,985
Purchase Contractor Furnished Equipment (CFE)			
Correction of Mod 527 (Mod 534)	**$7,034**	**$0**	**$7,034**
JBOSC Close-out Costs (SGS & CHS)	$8,676,949	$232,728	$8,909,677
TOTAL CONTRACT			
VALUE SEP98-DEC11	**$2,617,614,984**	**$141,932,826**	**$2,759,547,810**
*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 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034.00				
TOTAL	$2,759,547,810	$2,538,217,182	$204,275,320	$2,742,492,502	

Pending Sale	Date Assigned	Asset No	ECN	PO	Mfg	Model #	Serial #	Bldg/Rm	Short Description	Depreciation Charge	Project	Historical Cost	Estimated Sep-08 NBV
~~AF/IOMS INDYNE~~	~~07/14/08~~	A000004000	~~Needs Tag~~	~~A54480~~				—	ICE MACHINE	~~100000OH~~	~~AA.0.S.0.XX.03.10.0000OH~~	~~2,247.12~~	~~174.73~~
~~AF/IOMS INDYNE~~	~~07/14/08~~	A000004001	~~Needs Tag~~	~~A54480~~				—	ICE MACHINE	~~100000OH~~	~~AA.0.S.0.XX.03.10.0000OH~~	~~2,247.12~~	~~174.73~~
AF/IOMS INDYNE	07/14/08	A000004025	S001336	E65337	ALAMO INDUSTRIAL	FMM8	2033	KS-1637/B	ALAMO SHREDDER	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	22,790.00	2,288.15
AF/IOMS INDYNE	07/14/08	A000004026	S001335	E65578	KERSHAW MFG CO	KLEARWA	120013701	KS-1637/B	LANDCLEARING MACHINE	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	191,330.00	9,101.82
AF/IOMS INDYNE	07/14/08	A000004028	S001287	E67573	BANDIT INDUSTRIES		1466	KS-49835/	CHIPPER BRUSH	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	42,250.54	4,242.01
AF/IOMS INDYNE	07/14/08	A000004029	S001298	E68372	CONTEX	GG67D	G67D2600	KS-60650/	SCANNER CAD	CPENG00	12.2.1.2.01.03.CPENG002	10,321.22	1,036.27
AF/IOMS INDYNE	07/14/08	A000004030	S001297	E68388	HEWLETT-PACKARD CO	C7780B	G24U3202	KS-M6399	PLOTTER	CPENG01	12.P.6.2.EN.03.CPENG012	5,866.04	588.95
AF/IOMS INDYNE	07/14/08	A000004036	Multiple	E68402					GPS STATION	CPENG00	12.2.1.3.01.03.CPENG003	43,328.19	4,350.21
~~AF/IOMS INDYNE~~	~~07/14/08~~	~~A000004078~~	~~S003225~~	~~E99510~~	~~STEELCASE~~	~~NONE~~	~~NONE~~	~~KS-1708/D~~	~~STEEL WORKSTATIONS~~	~~150000OH~~	~~AA.0.S.0.XX.03.15.0000OH~~	~~2,841.20~~	~~220.93~~
~~AF/IOMS INDYNE~~	~~07/14/08~~	~~A000004080~~	~~S003194~~	~~E99510~~	~~STEELCASE~~	~~NONE~~	~~NONE~~	~~KS-1708/1~~	~~STEEL WORKSTATIONS~~	~~150000OH~~	~~AA.0.S.0.XX.03.15.0000OH~~	~~2,740.20~~	~~213.08~~
~~AF/IOMS INDYNE~~	~~07/14/08~~	~~A000004081~~	~~S003193~~	~~E99510~~	~~STEELCASE~~	~~NONE~~	~~NONE~~	~~KS-1708/1~~	~~STEEL WORKSTATIONS~~	~~150000OH~~	~~AA.0.S.0.XX.03.15.0000OH~~	~~2,841.20~~	~~220.93~~
~~AF/IOMS INDYNE~~	~~07/14/08~~	~~A000004082~~	~~S003192~~	~~E99510~~	~~STEELCASE~~	~~NONE~~	~~NONE~~	~~KS-1708/1~~	~~STEEL WORKSTATIONS~~	~~150000OH~~	~~AA.0.S.0.XX.03.15.0000OH~~	~~2,841.20~~	~~220.93~~
AF/IOMS INDYNE	07/14/08	A000004083	S003191	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.15.0000OH	2,740.20	213.08
AF/IOMS INDYNE	07/14/08	A000004084	S003190	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.15.0000OH	2,841.20	220.93
~~AF/IOMS INDYNE~~	~~07/14/08~~	~~A000004085~~	~~S003189~~	~~E99510~~	~~STEELCASE~~	~~NONE~~	~~NONE~~	~~KS-1708/1~~	~~STEEL WORKSTATIONS~~	~~150000OH~~	~~AA.0.S.0.XX.03.15.0000OH~~	~~2,841.20~~	~~220.93~~
AF/IOMS INDYNE	07/14/08	A000004086	S003188	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.15.0000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004087	S003187	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.15.0000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004088	S003186	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.15.0000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004089	S003185	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.15.0000OH	2,841.20	220.93

ATCH 1

AF/IOMS INDYNE	07/14/08	A000004090	S003184	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.20	220.93
AF/IOMS INDYNE	07/14/08	A000004091	S003183	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,740.20	213.08
AF/IOMS INDYNE	07/14/08	A000004093	S003182	E99510	STEELCASE	NONE	NONE	KS-1708/1	STEEL WORKSTATIONS	150000OH	AA.0.S.0.XX.03.150000OH	2,841.18	220.91
AF/IOMS INDYNE	07/14/08	A000004772	Multiple S001319 S001326	T67946					TAG-O-MATIC	RGEQPDE	12.2.2.2.01.03.RGEQPDEP	15,540.69	1,560.30
AF/IOMS INDYNE	09/25/08	A000004826	Multiple S001353 S001354	E69698					Boat Grizzly	48DEPNTU	12.P.6.1.SS.03.48DEPNTU	13,979.28	506.51
AF/IOMS INDYNE	07/14/08	A000004827	S001352	E69442	JOHN DEERE TRACTOR	GATOR 4X	004X20879	KS-44625/	TRACTOR	48DEPRE	12.P.6.1.SS.03.48DEPREC	6,256.17	625.62
AF/IOMS INDYNE	07/14/08	A000004829	S001364	E69921	GENIE INDUSTRIES	TMZ-34	T3403219	KS-1708/A	MOUNTED, TRAILER	49DEPRE	12.P.6.1.SS.03.49DEPREC	18,036.96	1,803.70
AF/IOMS INDYNE	07/14/08	A000004830	S001351	E67926	STERLING TRUCK	M8500	CHAK63AL	KS-1708/	VACUUM TRUCK	49DEPRE	12.P.6.1.SS.03.49DEPREC	122,009.18	12,200.92
AF/IOMS INDYNE	07/14/08	A000004863	S001374	E72459	JLG INDUSTRIES, INC		300074142	KS-1708/	BOOM LIFT	49DEPRE	12.P.6.1.SS.03.49DEPREC	75,019.02	5,776.52
AF/IOMS INDYNE	07/14/08	A000004881	Multiple S001375 S003210	E70764					Dual Voltage Generator	45DEPRE	12.P.M.2.BM.03.45DEPREC	117,016.01	9,010.32
AF/IOMS INDYNE	07/14/08	A000004884	S003236	E71509	ADDISON	PC134J04F	3.07E+10	KS-49831/	PORTABLE AIR CONDITIONING UNIT	49DEPRE	12.P.6.1.SS.03.49DEPREC	10,745.22	1,997.91
AF/IOMS INDYNE	07/14/08	A000004885	S003237	E71509	ADDISON	PC134J04F	UNKNOWN	KS-49831/	PORTABLE AIR CONDITIONING UNIT	49DEPRE	12.P.6.1.SS.03.49DEPREC	10,745.22	1,997.91
AF/IOMS INDYNE	07/14/08	A000004886	Component	E71509					PORTABLE AIR CONDITIONING UNIT	49DEPRE	12.P.6.1.SS.03.49DEPREC	10,745.22	1,997.91
AF/IOMS INDYNE	07/14/08	A000004891	S001975	E73932	SENSORS & SOFTWARE	NOGGIN 2	Q5ANOG	KS-M6486	NOGGIN 500 PLUS SMART CARD	NASAUGL	12.2.2.1.41.03.NASAUGLX	22,715.80	4,738.13
AF/IOMS INDYNE	07/14/08	A000004892	N/A	E73932	System Component				EKKO MAPPER - NOGGIN SYSTEM	NASAUGL	12.2.2.1.41.03.NASAUGLX	1,272.00	273.21
AF/IOMS INDYNE	07/14/08	A000006088	S001969	E78136	AVO MULTI-AMP CORP	8430	1PRT04040	KS-60748/	MEGGER PROTECTION RELAY TEST	CSPSEC0	12.P.6.1.SS.03.49DEPREC	36,941.00	9,387.09
AF/IOMS INDYNE	07/14/08	A000006090	S002457	E78107	CCE TECHNOLOGIES	2300-12	300-74564	KS-60748/	C-TEK MOBILE POWER UNIT	45DEPRE	12.P.6.1.SS.03.49DEPREC	23,772.22	6,188.10
AF/IOMS INDYNE	07/14/08	A000006098	S002553	E78131	CARRIER AIR CONDITIONI	30GXR174	304F6526	KS-49831/	154 Ton Portable Chiller	10230065	12.P.6.1.SS.03.49DEPREC	134,060.06	38,386.57
AF/IOMS INDYNE	07/14/08	A000006104	S004975	E78137				KS-605/YA	115 V GENERATOR - GROUND POWER	BUZZDP0	12.P.6.1.AF.03.12590751	35,510.00	10,476.01
AF/IOMS INDYNE	07/14/08	A000006106	S004997	E78137				KS-605/YA	115 V GENERATOR - GROUND POWER	10259075	12.P.6.1.AF.03.12590751	35,510.00	9,938.65

AF/IOMS INDYNE	07/14/08	A000006143	S002475	E83143	VAN STEENBURGH	BV300A-1	754664828	KS-1608/1	REFRIGERANT RECLAIMER SYSTEM	CSPENVH	12.P.6.1.SS.03.49 DEPREC	11,233.56	3,898.90
AF/IOMS INDYNE	07/14/08	A000006151	S007432	E82669	TRIMBLE NAVIGATION LTD	5800-50	44421395	KS-60650/	GPS Surveying System	10245793	12.2.1.3.01.03.CP ENG003	15,786.05	4,417.50
AF/IOMS INDYNE	07/14/08	A000006152	S007433	E82669	TRIMBLE NAVIGATION LTD	5800-50	451614831	KS-60650/	GPS Surveying System	44DEPRE	12.2.1.3.01.03.CP ENG003	15,786.05	4,417.50
AF/IOMS INDYNE	07/14/08	A000006153	S007434	E82669	TRIMBLE NAVIGATION LTD	5800-50	451614830	KS-60650/	GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	15,786.05	4,417.50
AF/IOMS INDYNE	07/14/08	A000006154	S007435	E82669	TRIMBLE NAVIGATION LTD	TRM TSC	GR000490	KS-60650/	GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	4,746.84	1,289.27
AF/IOMS INDYNE	07/14/08	A000006155	S007436	E82669	TRIMBLE NAVIGATION LTD	TRM TSC	GR000472	KS-60650/	GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	4,746.84	1,289.27
AF/IOMS INDYNE	07/14/08	A000006156	S007437	E82669	TRIMBLE NAVIGATION LTD	TRM TSC	GR000484	KS-60650/	GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	4,746.84	1,289.27
AF/IOMS INDYNE	07/14/08	A000006157	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	498.47	135.38
AF/IOMS INDYNE	07/14/08	A000006158	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	498.47	135.38
AF/IOMS INDYNE	07/14/08	A000006159	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	498.47	135.38
AF/IOMS INDYNE	07/14/08	A000006160	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	498.46	135.38
AF/IOMS INDYNE	07/14/08	A000006161	N/A	E82699	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	498.46	135.38
AF/IOMS INDYNE	07/14/08	A000006162	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	498.46	135.38
AF/IOMS INDYNE	07/14/08	A000006163	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	1,426.20	634.86
AF/IOMS INDYNE	07/14/08	A000006164	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	2,857.23	799.56
AF/IOMS INDYNE	07/14/08	A000006165	N/A	E82669	Component of S007432-S007437				GPS Surveying System	CPENG00	12.2.1.3.01.03.CP ENG003	2,857.23	799.56
AF/IOMS INDYNE	07/14/08	A000006175	S002478	E83142	"CIM USA	INC"	M600820	KS-49816/	METAL TAG EMBOSSER	45DEPRE	12.P.6.1.SS.03.49 DEPREC	6,354.70	2,205.57
AF/IOMS INDYNE	07/14/08	A000006191	S003224	T84722	GRAVOGRAPH GMBH	IS400	47333110	KS-1708/D	DOG TAG ENGRAVING MACHINE	10327741	12.P.6.1.SS.03.43 DEPREC	9,936.37	3,741.83
AF/IOMS INDYNE	07/14/08	A000006198	S002496	E84936	UTILISCOPE CORP	VE75	CABAA66	KS-M6486	UTILIVAC VE 75 TOWABLE SYSTEM	CSPSEC0	12.2.2.7.01.03.133 4625	30,102.94	10,034.33
AF/IOMS INDYNE	07/14/08	A000006199	S002498	E83763	CARRIER AIR CONDITIONI	30RBA070	605Q8050	KS-49831/	Turnkey 60 Nominal Ton Chiller	CSPSEC0	12.P.6.1.SS.03.49 DEPREC	93,280.00	37,393.55

AF/IOMS INDYNE	09/17/08	A000006321	S007127	E82558	GATEWAY COMPANIES INC	FPD1765	55590L135	KS-81900/	17 INCH MONITOR	890000DA	13.P.I.M.DA.03.890000DA	263.94	49.40
AF/IOMS INDYNE	07/14/08	A000007078	S007452	E84619	SENSORS & SOFTWARE INC	NOGGIN P	32500027	KS-M6486	NOGGIN PLUS 250 SMART CARD	8000GRPH	12.2.2.7.01.03.1334625	27,819.70	11,160.35
AF/IOMS INDYNE	07/14/08	A000007079	S002563	E84912	CHICAGO DRIES	SB1014	328742T	KS-1708/B	SHEET METAL HAND BREAK	8000GRPH	12.P.6.1.SS.03.43DEPREC	6,987.20	4,255.93
AF/IOMS INDYNE	07/14/08	A000007538	S002499	E83836	JLG INDUSTRIES	800AJ	300092742	KS-M6486	86' MOUNTED AERIAL LIFT	CSPSEC0	12.P.M.2.BM.03.42DEPREC	113,558.35	37,892.34
AF/IOMS INDYNE	07/14/08	A000007540	S002559	E84959	BELSHE INDUSTRIES INC	WB-12	018286104	KS-44600/	18' BOBCAT TRAILER	46DEPKS0	12.P.6.1.SS.03.43DEPREC	5,555.90	2,294.71
AF/IOMS INDYNE	07/14/08	A000007541	S003202	T80847	CIM USA,INC	MDT500	M600310	KS-M6587	METAL DOG TAG EMBOSSER	42DEPRE0	12.P.M.2.BM.03.46DEPKSC	6,854.70	2,184.32
AF/IOMS INDYNE	07/14/08	A000007554	Multiple S002513 S002517	E87915					125 FT 4 WD BOOM LIFT	10375849	12.P.6.1.SS.03.48DEPREC .	186,021.86	80,379.93
AF/IOMS INDYNE	07/14/08	A000007555	S004999	K06260			2002/10214	KS-50012/	ARTTS6-ADV RELAY TEST TRAN SIM	10327746	12.2.1.2.01.03.CPENG002	47,424.40	23,620.01
AF/IOMS INDYNE	07/14/08	A000007561	Multiple S002515 S002516	E87915					125FT ARTICULATING BOOM LIFT	45DEPRE0	12.P.6.1.SS.03.48DEPREC	186,021.86	82,676.49
AF/IOMS INDYNE	07/14/08	A000007562	S002516	E87915	JLG	1250AJP	030010161	KS-M6744	125FT ARTICULATING BOOM LIFT	134000OH	12.P.M.2.BM.03.45DEPREC	186,036.85	82,683.15
AF/IOMS INDYNE	07/14/08	A000007563	S002517	E87915	JLG	1250AJP	300010377	KS-M6744	125FT ARTICULATING BOOM LIFT	10408868	12.P.M.2.BM.03.42DEPREC	186,036.85	82,683.15
AF/IOMS INDYNE	07/14/08	A000007576	S003060	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	CSPSEC0	12.P.M.2.BM.03.40DEPREC	1,618.62	809.31
AF/IOMS INDYNE	07/14/08	A000007577	S003061	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	CSPSEC0	12.P.M.2.BM.03.40DEPREC	1,618.62	809.31
AF/IOMS INDYNE	07/14/08	A000007578	S003062	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	10433643	12.P.M.2.BM.03.40DEPREC	1,618.62	809.31
AF/IOMS INDYNE	07/14/08	A000007579	S003063	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	40DEPRE0	12.P.M.2.BM.03.40DEPREC	1,618.62	809.31
AF/IOMS INDYNE	07/14/08	A000007580	S003064	E89887	PROTECTIVE ROOFING PRODUCTS	PR-600	NONE	KS-1635/R	ROLLING FALL RESTRAINT MACHINE	40DEPRE0	12.P.M.2.BM.03.40DEPREC	1,618.62	809.31
AF/IOMS INDYNE	07/14/08	A000007582	Needs Tag	E89916					PORTABLE GUARDRAIL	40DEPRE0	12.P.M.2.BM.03.40DEPREC	32,855.76	17,036.34
AF/IOMS INDYNE	07/14/08	A000007680	S004976	T85716	UNITED STATES CRANE INC	DFA-150	C26015	KS-1635	SUSPENDED PERSONNEL PLATFORM	40DEPRE0	12.P.6.1.SS.03.48DEPREC	13,040.60	4,829.86
AF/IOMS INDYNE	07/14/08	A000007686	S003215	E92340	TRANSCRAFT	TL-200S2	482058202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12.P.6.1.SS.03.48DEPREC	25,762.24	16,697.76
AF/IOMS INDYNE	07/14/08	A000007687	S003216	E92340	TRANSCRAFT	TL-200S2	482018202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12.P.6.1.SS.03.48DEPREC	25,762.24	16,697.76

AF/IOMS INDYNE	07/14/08	A000007688	S003217	E92340	TRANSCRAFT	TL-200S2	482018202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12.P.6.1.SS.03.48 DEPREC	25,762.24	16,697.76
AF/IOMS INDYNE	07/14/08	A000007689	S003218	E92340	TRANSCRAFT	TL-200S2	482018202	KS-J62465	40' FLAT BED SEMI TRAILER	48DEPC	12.P.6.1.SS.03.48 DEPREC	25,762.24	16,697.76
AF/IOMS INDYNE	07/14/08	A000007690		E92825	UNKNOWN	VLF25CM	NONE		AC HI-POT TESTER W/FREQ OUTPUT	49DEPR	12.P.6.1.SS.03.49 DEPREC	9,066.35	6,475.97
AF/IOMS INDYNE	07/14/08	A000007691	S003206	E92825	HIGH VOLTAGE INC	CDS-3632	NONE	KS-60748/	FAULT LOCATOR	49DEPR	12.P.6.1.SS.03.49 DEPREC	28,892.38	20,146.05
AF/IOMS INDYNE	07/14/08	A000007695		E91783					AUTO INSULATION POWER FACTOR TEST KIT	45DEPR	12.P.M.2.BM.03.45DEPREC	46,522.35	33,230.26
AF/IOMS INDYNE	07/14/08	A000007698	S003195	E92840	PORTAMIX	202		KS-44600/	HEAVY DUTY MIXER / HAULER	43DEPR	12.P.6.1.SS.03.43 DEPREC	26,924.00	18,697.23
													799,019.27

FY 2008 JBOSC DATA REQUIREMENTS TRACKING

Updated: 28-Oct-2008

JBOSC ATTACHMENT J-2 (DRL/DRD)

	ITEM NO.	TITLE	STATUS	DISTRIBUTION	SUBMISSION FREQUENCY	FINAL SUBMISSION
1	1.1-01	Report, Equal Employment Opportunity		CCSMO, KSC/EO	Quarterly	Report will be 7/7/08 as the data will be as of 6/30/08
2	1.1-03	Report, Contract Performance (Metrics)		CCSMO, Electronic (DB)	Quarterly	"As Required"
3	1.1-04 Rev A	Report, Anomaly	Revised MOD 205	CCSMO, SA-E CCAFS/CC, 45SW/SE	As Required NLT 4 Hours	As Required NLT midnight 9/30/08
4	1.1-06	Report, Automated Data Extract		Electronic Access (DB)	Daily	This information will continue to be available throughout JBOSC close-out at the JBOSC closeout location. This report will not be required real-time, it will be available at the closeout location or the closeout team will provide a report if requested
5	1.1-11	Report and Review, Replacement of Government Furnished Property	MOD 135, MOD 293	CCSMO BO, IO, CO	Semi Annually 31 Oct, 30 Apr	8/29/2008 -IAW Option 2 as proposed in Frank Miles 10/24/07 E-mail. Request you specify in submission any Acquisition that has not been received from that list.
6	1.1-12	Report and Review, Workload Indicators, Work Backlogs and Deferred Work	MOD 135	CCSMO BO, IO, CO	Quarterly	15-Jul-08
7	1.1-13	Report, Advance Notification of Workforce Reductions	MOD 170	CCSMO CO, COTR	As Required	As Required

8	1.3-01	Report, Weekly Job Ordered Costs		45 CPTS/FMAS Electronic	Weekly	Report will be delivered weekly October 2008 through March 2009 and will cease. This agreement was made under the assumption that the Firemen's pension will be complete at that time
9	1.3-02	Report, Geographic Economic Impact		CCSMO, KSC/GG	Annually, 15 Oct	12-Sep-08
10	1.3-03 Rev C	Reports, Contractor Financial Management Analysis, 533M	Revised MOD 205	CCSMO JP-A	Monthly	After completion of Fireman's Pension Invoice
11	1.3-04 Rev A	Report, Cost Pool/JOSA Analysis	Revised MOD 205	CCSMO JP-A	Quarterly, 25th WD	31-Jul-08
12	1.3-05 Rev B	Report, Estimate at Complete (EAC)	Revised MOD 205	CCSMO	3x Per Year 15 Jul, Aug, Sep	15-Sep-08
13	1.3-08 Rev B	Report, Launch Scrub Costs	Revised MOD 205	CCSMO	As Required, 15D	30-Sep-08
14	1.3-09 Rev A	Catalog, Contract Services with Estimated Costs		CCSMO, Electronic	Semi Annually	No Longer Required
15	1.3-10	Job Order Estimate	Added MOD 205	CCSMO, Electronic	As Required	30-Sep-08
16	1.3-11	Report, Reconciliation of Incurred Costs to Reported Costs	Added MOD 205	CCSMO, Electronic	Monthly, 15th WD	22-Sep-08
17	1.3-12	Monthly Analysis of Actual Planned Cost	Added MOD 205	CCSMO, Electronic	Monthly, 20th WD	29-Sep-08
18	2.2-01	Report, Facilities, Systems, and Equipment Operations/Maintenance/Engineering/User Matrix		CCSMO, Electronic	Quarterly & As Required	Oct 08 - Contractor shall keep updating the OMEU Matrix through contract end
19	2.2-03	Facilities Maintenance Cost Report	Mod 348, (CCR 05-49)			Oct-08
20	2.2-04	Five Year Facility Maintenance and Facility Project Plans	MOD 160	JP-B, TA-D1, 45 CES/CELO	Annually	Oct-08
21	2.2-05	Backlog of Maintenance and Repair (BMAR)	MOD 160	JP-B, TA-D1, 45 CES/CELO	Annually	Oct-08
22	2.2-06 Rev C	Facility Maintenance Execution Summary	MOD 160, Mod 348, (CCR 05-49), 397	JP-B, TA-D1, 45 CES/CELO	Monthly	This is an online data base and will be accessible as long as Maximo is available to customers

23	2.2-07	Facility and System Availability	MOD 160	JP-B, TA-D1, 45 CES/CELO	Quarterly	Oct-08
24	2.2-08	Type 3C Project and Work Status Report	Added MOD 205	SGS WWW Home Page	Monthly	This is an online database with fields fed from Maximo automatically. No submittal is required. As long as Maximo is available to customers this will continue to be available
25	2.2-09	Type 3C Work Order Status Report	Revised MOD 244, Mod 348, (CCR 05-49)	JP-B, TA-D1, 45 CES/CELO	Monthly	15-Oct-08
26	2.2-10	Type 3I Work Order Status Report	Added MOD 205, Mod 348, (CCR 05-49)	JP-B, TA-D1, 45 CES/CELO	Semi Annually	15-Oct-08
34	2.2-12	Analysis DMA Report	Mod 348, (CCR 05-49)	JP-B, NASA TA-D1	Annually	5-Feb-09
35	3.2.4-01	Reports, Propellant Analysis		GG-C1-A, LO-N2	Monthly	20-Sep-08
36	3.2.4-02	Self Contained Atmospheric Protective Ensemble (SCAPE) Suit Performance and Reliability Report	MOD 279	TA-E3, JP-B	Monthly	15-Sep-08
37	3.3-01	Plan, IT Investment and Purchase	Revised MOD 244	CCSMO, KSC/IT-D Electronic	Annually & As Required	Oct-08
38	3.4.1-01	Reports, 1. Office Copier Justification to Install, Move or Upgrade & 4-Months Detail to Invoice Summary Sheets	MOD 58	-B IT-D1 Betty 'Ann' Mo	Monthly & Every 4 Months	No Longer Required

***NOTE: DRDs indicating deliveries in Oct 08 are to include the entire month of Sep 08.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 6

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

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

CODE | FACILITY CODE

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.

0. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

The purpose of this modification is to revise Articles B-3 and B-4 to reflect the amount of award fee earned as determined by the Fee Determination Official on November 13, 2008, for the period April 1, 2008 through September 30, 2008. The award fee earned is $7,553,183. The total available award fee pool is reduced by ($233,604) from $7,786,787 to $7,553,183.

As a result of the above changes, Articles B-3, B-4 and G-2 are revised (see attached).

Amounts computed were based upon Article B-4 amounts reflected in modification number 499.

NOTE: THE **NET PAYMENT DUE IS $1,713,093** (EARNED AWARD FEE FOR THE PERIOD OF $7,553,183 MINUS THE PROVISIONAL AWARD FEE PAYMENT DISBURSED DURING THE PERIOD TOTALING $5,840,090).

All other terms and conditions of the contract remain unchanged.

End of Modification

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	16C. DATE SIGNED 11/13/08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDIION UNUSABLE

30--105

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

Duplicate Original

ARTICLE B-3 CONTRACT VALUE			
	Basic Period Sep 98-30 Sep 03		
The contract value is summarized below:			
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Phase-In Period (FFP)			
(Sept 1998)	$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	$396,406,378	$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	$9,200,000	$0	9,200,000
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY99-FY00	$405,606,378	$23,187,199	428,793,577
(10/01/00-09/30/01)	$215,635,118	$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	$18,804,377	$0	18,804,377
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY01	$234,439,495	$13,106,768	247,546,263
(10/01/01-09/30/02)	$234,055,207	$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	$19,865,904	$0	19,865,904
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY02	$253,921,111	$14,098,312	268,019,423
(10/01/02-09/30/03)	$247,365,902	$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	$22,426,471	$0	22,426,471
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY03	$269,792,373	$15,357,411	285,149,784
TOTAL BASIC PERIOD	**$1,164,872,843**	**$65,749,690**	**1,230,622,533**
	Option Period 1 Oct 03 - 30 Sept 04		
Option 1A			
(10/01/03-09/30/04)	$244,075,599	$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	$22,135,767	$0	22,135,767
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY04	$266,211,366	$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	$2,322,030	$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	$321,092	$25,687	346,779
TOTAL OPTION 1A PERIOD	**$268,854,488**	**$15,564,252**	**284,418,740**

	Option Period 1 Oct 04 - 30 Sept 06		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	$278,763,190	$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	$25,895,945	$0	25,895,945
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY05	$304,659,135	$17,058,749	321,717,884
(10/01/05-09/30/06)	$259,760,241	$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	$29,101,654	$0	29,101,654
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY06	$288,861,895	$13,909,908	302,771,803
Option 3BB			
10/01/04-09/30/05	$2,391,149	$191,292	2,582,441
10/01/05-09/30/06	$2,477,883	$198,231	2,676,114
Total Option 3BB	$4,869,032	$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	$331,342	$26,507	357,849
10/01/05-09/30/06	$331,781	$26,542	358,323
Total Option 5BB	$663,123	$53,049	716,172
TOTAL OPTION 1B Period	**$599,053,185**	**$31,411,229**	**630,464,414**
	Option Periods 1 Oct 06 - 30 Sep 08		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
OPTION 1C			
(10/01/06-9/30/07)	$244,370,822	$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	$31,867,270	$0	31,867,270
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY07	$276,238,092	$12,781,080	289,019,172
(10/01/07-9/30/08)	$246,132,921	$14,916,355	261,049,276
Neg. Cost Overrun MOD 135	$33,448,837	$0	33,448,837
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No. 535		**($233,604)**	**(233,604)**
Total FY08	$279,581,758	$14,682,751	294,264,509

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	$2,539,810	$203,185	2,742,995
10/01/07-09/30/08	$2,621,598	$209,728	2,831,326
Total Option 3BC	$5,161,408	$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	$0	$0	0
10/01/05-09/30/06	$0	$0	0
Total Option 4BB	$0	$0	0
Option 4BC			
10/01/06-09/30/07	$0	$0	$0
10/01/07-09/30/08	$0	$0	$0
Total Option 4BC	$0	$0	$0
Option 5BC			
10/01/06-09/30/07	$332,204	$26,576	358,780
10/01/07-09/30/08	$341,511	$27,321	368,832
Total Option 5BC	$673,715	$53,897	727,612
TOTAL OPTION 1C Period	**$561,654,973**	**$27,930,641**	**589,585,614**
CCR 08-50 Protectivce Services Extension			
10/01/08 - 12/31/08 (Mod 525)	**$11,181,826**	**$810,682**	**$11,992,508**
Unexercised Options:			
Option 1, 01/01/09 - 01/31/09	**$3,650,267**	**$264,644**	**$3,914,912**
Option 2, 02/01/09 - 02/28/09	**$3,473,206**	**$251,807**	**$3,725,014**
Option 3, 03/1/09 - 03/31/09	**$3,921,338**	**$284,297**	**$4,205,635**
Purchase Contractor Furnished Inventory (CFI)			
CFI (Mod 526)	$2,521,701	$0	$2,521,701
Purchase Contractor Furnished Equipment (CFE)			
CFE (Mod 527)	$791,985	$0	$791,985
Purchase Contractor Furnished Equipment (CFE)			
Correction of Mod 527 (Mod 534)	$7,034	$0	$7,034
JBOSC Close-out Costs (SGS & CHS)	$8,676,949	$232,728	$8,909,677
TOTAL CONTRACT			
VALUE SEP98-DEC11	**$2,617,614,984**	**$141,699,222**	**$2,759,314,206**
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.		$1,043,410	

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.

AFP	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 515	Total Award Fee For Mod 535	Adjusted Available Award Fee	Earned Award Fee Mod 515	Earned Award Fee Mod 535	Earned Award Fee	Award Fee Score and Mod
1	10/01/98	03/31/99	$7,681,869		$7,681,869	$6,146,144		$6,146,144	80% Mod 15
2	04/01/99	09/30/99	$6,033,858		$6,033,858	$4,826,665		$4,826,665	80% Mod 36
3	10/01/99	03/31/00	$7,837,000		$7,837,000	$6,731,039		$6,731,039	86% Mod 57
4	04/01/00	09/30/00	$6,451,003		$6,451,003	$5,483,352		$5,483,352	85% Mod 75
5	10/01/00	03/31/01	$7,589,239		$7,589,239	$6,754,934		$6,754,934	89% Mod 99
6	04/01/01	09/30/01	$6,976,249		$6,976,249	$6,348,388		$6,348,388	91%Mod118
7	10/01/01	03/31/02	$5,863,642		$5,863,642	$5,336,408		$5,336,408	91%Mod127
8	04/01/02	09/30/02	$9,798,867		$9,798,867	$8,765,356		$8,765,356	92%Mod147
9	10/01/02	03/31/03	$8,121,627		$8,121,627	$7,634,968		$7,634,968	94%Mod167
10	04/01/03	09/30/03	$8,128,883		$8,128,883	$7,722,439		$7,722,439	95%Mod194
11	10/01/03	03/31/04	$7,899,317		$7,899,317	$7,583,343		$7,583,343	96%Mod220
12	04/01/04	09/30/04	$8,227,738		$8,227,738	$7,980,906		$7,980,906	97%Mod248
13	10/01/04	03/31/05	$9,790,689		$9,790,689	$9,105,655		$9,105,655	93%Mod 283
14	04/01/05	09/30/05	$8,979,160		$8,979,160	$8,170,894		$8,170,894	91%Mod325
15	10/01/05	03/31/06	$9,117,893		$9,117,893	$7,476,674		$7,476,674	82%Mod350
16	04/01/06	09/30/06	$8,041,072		$8,041,072	$6,658,007		$6,658,007	82.8%Mod393
17	10/01/06	03/31/07	$7,825,094		$7,825,094	$6,260,073		$6,260,073	80%Mod430
18	04/01/07	09/30/07	$8,104,210		$8,104,210	$6,767,015		$6,767,015	83.5%Mod480
19	10/01/07	03/31/08	$8,167,076		$8,167,076	$7,350,369		$7,350,369	90% Mod 509
20	04/01/08	09/30/08	$7,786,787		$7,786,787	**$7,786,787**	($233,604)	$7,553,183	97% Mod 535
	GRAND TOTAL		**$158,421,273**	**$0**	**$158,421,273**		**($233,604)**	**$140,655,812**	Earned & Available

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034				
535	**($233,604)**				
TOTAL	$2,759,314,206	$2,538,217,182	$204,275,320	$2,742,492,502	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 536

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200274342

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200274342 Net Increase: $1,989,936.69

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $1,989,937. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through December 31, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 11/17/2008

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034				
535	($233,604)				
536		**$ 1,855,419**	**$ 134,518**	**$ 1,989,937**	**12/31/2008**
TOTAL	$2,759,314,206	$2,540,072,601	$204,409,838	$2,744,482,439	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 537

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 4200274702

5. PROJECT NO. (If applicable) J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) 4200274702 Net Increase: $3,133,064.00

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $3,133,064. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through December 31, 2008.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 11/19/2008

NSN 7540-01-152-8070
Previous edition unusable

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

nancial Management Copy

ARTICLE G-2 **CONTRACT FUNDING**

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034				
535	($233,604)				
536		$ 1,855,419	$ 134,518	$ 1,989,937	12/31/2008
537		**$ 2,921,272**	**$ 211,792**	**$ 3,133,064**	**12/31/2008**
TOTAL	$2,759,314,206	$2,542,993,873	$204,621,630	$2,747,615,503	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 5

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

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, LLC
1980 N Atlantic Ave, Suite 330
Cocoa Beach, FL 32931

CODE | FACILITY CODE

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 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: 52.217-8, Option to Extend Services (AUG 1989); and mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

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

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

This purpose of this modification is to exercise the three (3) one (1) month options negotiated in CCR 08-50. As a result of this change the period of performance is extended through March 31, 2009 and estimated contract value is increased from $2,759,314,206 by $11,845,560 to $2,771,159,766.

This change revises Article B-3, Contract Value; and Article G-2 ,Contract Funding as shown on the 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Michael Flynn President, SGS		Timothy M. Freeland Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	16 Dec 2008	(Signature of Contracting Officer)	12-17-08

ARTICLE B-3 CONTRACT VALUE

Basic Period Sep 98-30 Sep 03

The contract value is summarized below:

Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Phase-In Period (FFP)			
(Sept 1998)	$1,113,486		1,113,486
Basic Period Thru 514			
10/01/98-09/30/00	$396,406,378	$23,187,199	419,593,577
Neg. Cost Overrun MOD 135	$9,200,000	$0	9,200,000
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY99-FY00	$405,606,378	$23,187,199	428,793,577
(10/01/00-09/30/01)	$215,635,118	$13,106,768	228,741,886
Neg. Cost Overrun MOD 135	$18,804,377	$0	18,804,377
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY01	$234,439,495	$13,106,768	247,546,263
(10/01/01-09/30/02)	$234,055,207	$14,098,312	248,153,519
Neg. Cost Overrun MOD 135	$19,865,904	$0	19,865,904
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY02	$253,921,111	$14,098,312	268,019,423
(10/01/02-09/30/03)	$247,365,902	$15,357,411	262,723,313
Neg. Cost Overrun MOD 135	$22,426,471	$0	22,426,471
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY03	$269,792,373	$15,357,411	285,149,784
TOTAL BASIC PERIOD	**$1,164,872,843**	**$65,749,690**	**1,230,622,533**

Option Period 1 Oct 03 - 30 Sept 04

Option 1A			
(10/01/03-09/30/04)	$244,075,599	$15,352,803	259,428,402
Neg. Cost Overrun MOD 135	$22,135,767	$0	22,135,767
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY04	$266,211,366	$15,352,803	281,564,169
Option 3BA			
(10/01/03-09/30/04)	$2,322,030	$185,762	2,507,792
Option 5BA			
(10/01/03-09/30/04)	$321,092	$25,687	346,779
TOTAL OPTION 1A PERIOD	**$268,854,488**	**$15,564,252**	**284,418,740**

	Option Period 1 Oct 04 - 30 Sept 06		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
Options Thru Mod 514			
OPTION 1B			
(10/01/04-09/30/05)	$278,763,190	$17,058,749	295,821,939
Neg. Cost Overrun MOD 135	$25,895,945	$0	25,895,945
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY05	$304,659,135	$17,058,749	321,717,884
(10/01/05-09/30/06)	$259,760,241	$13,909,908	273,670,149
Neg. Cost Overrun MOD 135	$29,101,654	$0	29,101,654
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**$0**
Total FY06	$288,861,895	$13,909,908	302,771,803
Option 3BB			
10/01/04-09/30/05	$2,391,149	$191,292	2,582,441
10/01/05-09/30/06	$2,477,883	$198,231	2,676,114
Total Option 3BB	$4,869,032	$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	$331,342	$26,507	357,849
10/01/05-09/30/06	$331,781	$26,542	358,323
Total Option 5BB	$663,123	$53,049	716,172
TOTAL OPTION 1B Period	**$599,053,185**	**$31,411,229**	**630,464,414**
	Option Periods 1 Oct 06 - 30 Sep 08		
Contract Period	**Estimated Cost**	**Available Award Fee***	**Contract Value**
OPTION 1C			
(10/01/06-9/30/07)	$244,370,822	$12,781,080	257,151,902
Neg. Cost Overrun MOD 135	$31,867,270	$0	31,867,270
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No.			**0**
Total FY07	$276,238,092	$12,781,080	289,019,172
(10/01/07-9/30/08)	$246,132,921	$14,916,355	261,049,276
Neg. Cost Overrun MOD 135	$33,448,837	$0	33,448,837
Cost Overrun	$0	$0	0
Mod No. Cost Overrun			0
Mod No. 535		**($233,604)**	**(233,604)**
Total FY08	$279,581,758	$14,682,751	294,264,509

	Option Periods 1 Oct 06 - 30 Sep 08 Cont.		
Option 3BC			
10/01/06-09/30/07	$2,539,810	$203,185	2,742,995
10/01/07-09/30/08	$2,621,598	$209,728	2,831,326
Total Option 3BC	$5,161,408	$412,913	5,574,321
Option 4BB			
10/01/04-09/30/05	$0	$0	0
10/01/05-09/30/06	$0	$0	0
Total Option 4BB	$0	$0	0
Option 4BC			
10/01/06-09/30/07	$0	$0	$0
10/01/07-09/30/08	$0	$0	$0
Total Option 4BC	$0	$0	$0
Option 5BC			
10/01/06-09/30/07	$332,204	$26,576	358,780
10/01/07-09/30/08	$341,511	$27,321	368,832
Total Option 5BC	$673,715	$53,897	727,612
TOTAL OPTION 1C Period	**$561,654,973**	**$27,930,641**	**589,585,614**
CCR 08-50 Protectivce Services Extension			
10/01/08 - 12/31/08 (Mod 525)	**$11,181,826**	**$810,682**	**$11,992,508**
Unexercised Options:			
Option 1, 01/01/09 - 01/31/09 (Mod 539)	**$3,650,267**	**$264,644**	**$3,914,912**
Option 2, 02/01/09 - 02/28/09 (Mod 539)	**$3,473,206**	**$251,807**	**$3,725,014**
Option 3, 03/1/09 - 03/31/09 (Mod 539)	**$3,921,338**	**$284,297**	**$4,205,635**
Purchase Contractor Furnished Inventory (CFI)			
CFI (Mod 526)	$2,521,701	$0	$2,521,701
Purchase Contractor Furnished Equipment (CFE)			
CFE (Mod 527)	$791,985	$0	$791,985
Purchase Contractor Furnished Equipment (CFE)			
Correction of Mod 527 (Mod 534)	$7,034	$0	$7,034
JBOSC Close-out Costs (SGS & CHS)	$8,676,949	$232,728	$8,909,677
TOTAL CONTRACT			
VALUE SEP98-DEC11	**$2,628,659,796**	**$142,499,971**	**$2,771,159,767**
*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 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034				
535	($233,604)				
536		$ 1,855,419	$ 134,518	$ 1,989,937	12/31/2008
537		$ 2,921,272	$ 211,792	$ 3,133,064	12/31/2008
539	$11,845,560				3/6/2009
TOTAL	$2,771,159,766	$2,542,993,873	$204,621,630	$2,747,615,503	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
540	See Block 16C	4200277916	J-BOSC

6. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $10,532,953.05
4200277916

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $10,532,953. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through March 31, 2009.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Timothy M. Freeland	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	12/18/2008

NSN 7540-01-152-8070
Previous edition unusable

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

Financial Management Copy

ARTICLE G-2 CONTRACT FUNDING

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034				
535	($233,604)				
536		$ 1,855,419	$ 134,518	$ 1,989,937	12/31/2008
537		$ 2,921,272	$ 211,792	$ 3,133,064	12/31/2008
539	$11,845,560				3/6/2009
540		**$ 9,820,935**	**$ 712,018**	**$ 10,532,953**	**3/31/2009**
TOTAL	$2,771,159,766	$2,552,814,808	$205,333,648	$2,758,148,456	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 2

2. AMENDMENT/MODIFICATION NO.: 541

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: 4200278719

5. PROJECT NO. (If applicable): J-BOSC

6. ISSUED BY — CODE: KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS
KENNEDY SPACE CENTER FL 32899

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

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-OS-JP
ATTN: Bryce Collins
KENNEDY SPACE CENTER FL 32899

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

SPACE GATEWAY SUPPORT
Attn: NONE SPECIFIED
2411 DULLES CORNER PARK STE 800
HERNDON VA 20171-3431

CODE

FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1099001

10B. DATED (SEE ITEM 13) 08/15/1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
4200278719 Net Increase: $3,255,634.00

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

CHECK ONE

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

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

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

X D. OTHER (Specify type of modification and authority)
Unilateral Mod/ Contract Article G-2, Contract Funding, and FAR 52.232-22

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this unilateral modification is to obligate funding in the amount of $3,255,634. These funds, when added to the amount already obligated on the contract, are estimated to be adequate for contract performance through March 31, 2009.

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

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

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

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

15C. DATE SIGNED

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

16C. DATE SIGNED 12/22/2008

NSN 7540-01-152-8070
Previous edition unusable

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

Financial Management Copy

ARTICLE G-2 CONTRACT FUNDING

Pursuant to FAR Clause 52.232.22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in the table below:

The below table is created with the beginning values based on modification 478

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost/Fee	ADEQUATE THROUGH
Subtotal as of Mod 478	$2,731,539,523	$2,304,179,622	$185,351,833	$2,489,531,455	11/21/2007
480	($1,333,894)				
481	$1,562,127				
485		$13,462,728	$1,077,018	$ 14,539,746	12/17/2007
486	$9,097,049				
487		$44,216	$3,537	$ 47,753	12/17/2007
488	$10,265				
489		$63,572,607	$5,085,809	$ 68,658,416	3/12/2008
490		$4,417,806	$353,424	$ 4,771,230	3/14/2008
491		$77,417	$6,193	$ 83,610	3/14/2008
494	($930,462)				
495	($764,056)				
496		$5,171,964	$413,757	$ 5,585,721	3/17/2008
497		$9,330,699	$746,456	$ 10,077,155	3/26/2008
498		$27,303,710	$2,184,297	$ 29,488,007	4/29/2008
499	$808,818				
504		$14,800,003	$1,184,000	$15,984,003	5/15/2008
507		$29,465,641	$2,562,229	$32,027,870	6/24/2008
508		$16,672,514	$1,333,801	$18,006,315	7/21/2008
509	($840,023)				
510		$4,777,628	$382,210	$ 5,159,838	7/24/2008
512		$8,333,333	$666,667	$ 9,000,000	7/31/2008
513	($3,124,320)				
514		$10,867,773	$869,422	$ 11,737,195	8/8/2008
515	($700,122)				
516		$5,767,521	$461,402	$6,228,923	8/29/2008
518		$2,821,831	$225,746	$3,047,577	9/4/2008
519		$8,623,296	$689,864	$9,313,160	9/18/2008
520		$48,274	$3,862	$52,136	9/18/2008
521		$108,019	$8,641	$116,660	9/18/2008
522		$85,214	$6,817	$92,031	9/18/2008
523		$796,943	$63,755	$860,698	9/30/2008
524		$279,003	$22,320	$301,323	9/30/2008
525	$11,992,508				
526	$2,521,701				
527	$791,985				
528	$8,909,677				
529		$4,273,625	$341,890	$4,615,515	11/15/2008
531		$3,264,365	$261,149	$3,525,514	12/1/2008
532		$ (927,610)	$ (74,209)	$ (1,001,819)	11/26/2008
533		$ 599,040	$ 43,430	$ 642,470	12/24/2008
534	$7,034				
535	($233,604)				
536		$ 1,855,419	$ 134,518	$ 1,989,937	12/31/2008
537		$ 2,921,272	$ 211,792	$ 3,133,064	12/31/2008
539	$11,845,560				3/6/2009
540		$ 9,820,935	$ 712,018	$ 10,532,953	3/31/2009
541		$ 3,035,556	$ 220,078	$ 3,255,634	3/31/2009
TOTAL	$2,771,159,766	$2,555,850,364	$205,553,726	$2,761,404,090	