

2. AMENDMENT/MODIFICATION NO. 345	3. EFFECTIVE DATE See Block 16c Below	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) RECEIVED SSS CONTRACTS 06 MAR -7 AM 10:43
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6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899	CODE OPOS	7. ADMINISTERED BY (If other than item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001
	10B. DATED (SEE ITEM 13) August 21, 1998

FINANCIAL MANAGEMENT COPY

CODE	FACILITY CODE	
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

1. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
Mutual Agreement of the Parties

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

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

The purpose of this no cost modification is to incorporate specific language in regards to Air Force Standard Base Supply System (SBSS), Air Force Depot managed items for government provided small arm weapons and munitions. Based on the above, Contract Article H-8, Government/Contractor Furnished Property, Paragraph B, is amended as shown on the attached pages.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer
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15B. CONTRACTOR/OFFEROR Victoria Lockard <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 7 Mar 06	16B. UNITED STATES OF AMERICA Ernest G. Tweedie <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9 MAR 06
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ARTICLE H-8 GOVERNMENT/CONTRACTOR FURNISHED PROPERTY

Attachment J-3 and its technical exhibits list the property which the government will make available to the contractor for performance of this contract. The final negotiated list of government-furnished property will be incorporated into the contract by reference

A. Contractor Replaced. Existing government property provided to the contractor on an “as-is” basis in accordance with FAR 52.245-19. Contractor shall provide any necessary replacements as contractor owned/leased property. The following types of property have special requirements as indicated:

1. Materials. The contractor will be provided the existing inventory at contract start. Any additional materials for J-BOSC or authorized customers shall be provided by the contractor. The contractor shall provide new or factory reconditioned parts and components when practicable in providing maintenance and repair services as described herein. All replacement units, parts, components, and materials to be used in the maintenance, repair, and alteration of facilities and equipment shall be compatible with the existing equipment on which it is to be used and shall meet industry standards and be suitable for their intended use. If material that meets the accepted industry standard cannot be obtained, the contractor must obtain the concurrence of the contracting officer’s technical representative before using alternate materials. The contractor shall bill the Government for contractor-provided materials only after the materials are installed or consumed in support of this contract except for Government directed supplies and materials: supplies or materials that NASA, Air Force, or approved Tenant Contractors request the contractor to maintain in inventory for immediate use. No restocking charges shall be billed unless the material must be returned to stock due to a change in customer requirements.
2. Vehicles. Attachment J-3, Exhibit 7.0-069, List of Government-Furnished Vehicles to be Replaced by the Contractor, lists those vehicles which will be made available to the contractor upon award of the contract through 30 September 99. The contractor shall, in accordance with its proposed approach, replace the vehicles listed in Exhibit 7.0-069 with contractor owned/leased vehicles to the extent that the vehicles are still required to perform contract requirements.
3. Low Value Property. Low value property is government-furnished equipment, special tooling, or special test equipment in designated facilities and facility areas that has an acquisition cost of less than \$1000 and is not defined as sensitive property. The contractor shall be responsible for all low value property and shall establish a program for its use, maintenance, protection, and preservation in accordance with sound business practices. Once low value property is no longer serviceable, the

contractor shall replace it as necessary with contractor owned/leased property.

- B. Government Replaced. Specified government property provided to the contractor as serviceable government furnished property in accordance with FAR 52.245-5, replacement of which shall be at the determination of the government and shall remain government owned property, **for example, security force small arms weapons and supporting munitions, etc. (Mod 345)**.

ARTICLE H-9 CAPITALIZATION OF CONTRACTOR OWNED EQUIPMENT

- A. Introduction. The contractor may purchase equipment for the purpose of performing the work described in the SOW. The capital equipment will be capitalized and depreciated in accordance with the contractor's established cost accounting practices and procedures, as follows:

Equipment Type	Cost	Minimum Useful Life	Depreciation Method
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- B. Contractor Records. The contractor agrees to maintain complete records of capital equipment that is subject to this clause, including date of purchase, estimated service life, purchase price, depreciation base, method and schedule, and amount of depreciation recorded to date.
- C. Right to Purchase. If upon expiration or termination of this contract the government does not thereafter contract with the contractor for the performance of the same, or substantially the same services contemplated by this contract, the contractor shall, upon request by the successor contractor(s), transfer title to any prime contractor dedicated equipment identified in the records referenced above, to the successor contractor(s) at net book value, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the contractor and successor contractors.
- D. Contract Closeout. The gain or loss on sale of fixed assets will be charged or credited to the contract upon completion of the contract, for a period not exceeding 120 calendar days after completion of the contract. This will include capitalized equipment, software, and termination expense on equipment leases. This applies only to contractor replacement of government furnished property, and is effective for property replaced, and PLDDs identified, after Modification 135. The contractor shall be responsible for the disposal of any property not transferred to a successor contractor under Article H-9 C. Any property potentially subject to this clause shall be approved by the Contracting Officer prior to purchase. Allowability of costs under this clause is subject to proper record keeping as required by Article H-9 B. (Mod 135)