

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CO	ID CODE	PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 441		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			CODE OPOS		7. ADMINISTERED BY (if other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Space Gateway Support 2411 Dulles Corner Park, Suite 500 Herndon, VA 20171-3430				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-99001		
				10B. DATED (SEE ITEM 13) August 21, 1998		
CODE	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
1. ACCOUNTING AND APPROPRIATION DATA (if required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alt II (APR 1984) 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)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>The purpose of this modification is to partially definitize Change Order 395 to provide for an equitable adjustment for the reduction of support for customer moves on CCAFS (Decision Package 5a, Rev 2). The performance period for this CCR (07-18) is 26 January 2007 through 30 September 2008. The contract estimated cost and fee is decreased by (\$287,523) in cost and (\$22,547*) in fee for a total decrease of (\$310,070).</p> <p>This change revises Article B-3, Contract Value; Article B-4, Award Fee; Article G-2 Contract Funding, Attachment J-1 Statement of Work and Attachment J-12 Workload Indicators as shown on the attached pages. All other terms and conditions of the contract remain unchanged.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts and circumstances giving rise to the proposal for adjustment.</p> <p>*The contractor shall credit a future award fee voucher to reflect the decrease resulting from this modification for award fee period 17. Award fee adjusted for this period to reflect earned award fee percentage.</p>						
15A. NAME AND TITLE OF SIGNER (Type or print) Victoria G. Lockard Director, Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ernest G. Tweedie Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>Victoria Lockard</i> (Signature of person authorized to sign)		15C. DATE SIGNED 2 July 07		16B. UNITED STATES OF AMERICA <i>Ernest Tweedie</i> (Signature of Contracting Officer)		16C. DATE SIGNED 3 July 07

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 440			
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

<u>Option Period 1 Oct 04 - 30 Sept 06</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
Options Thru Mod 440			
OPTION 1B			
(10/01/04-09/30/05)	\$278,763,190	\$17,050,507	295,813,697
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	\$17,050,507	321,709,642
(10/01/05-09/30/06)	\$259,746,826	\$13,901,100	273,647,926
Neg. Cost Overrun MOD 135	\$29,101,654	\$0	29,101,654
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No.			\$0
Total FY06	\$288,848,480	\$13,901,100	302,749,580
Option 3BB			
10/01/04-09/30/05	\$2,391,149	\$191,292	2,582,441
10/01/05-09/30/06	\$2,477,883	\$198,231	2,676,114
Total Option 3BB	\$4,869,032	\$389,523	5,258,555
Option 5BB			
10/01/04-09/30/05	\$331,342	\$26,507	357,849
10/01/05-09/30/06	\$331,781	\$26,542	358,323
Total Option 5BB	\$663,123	\$53,049	716,172
TOTAL OPTION 1B Period	\$599,039,770	\$31,394,179	630,433,949
<u>Option Periods 1 Oct 06 - 30 Sep 08</u>			
Contract Period	Estimated Cost	Available Award Fee*	Contract Value
OPTION 1C			
(10/01/06-9/30/07)	\$261,666,963	\$15,326,532	276,993,495
Neg. Cost Overrun MOD 135	\$31,867,270	\$0	31,867,270
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 441	(\$113,196)	(\$8,603)	(121,799)
Total FY07	\$293,421,037	\$15,317,929	308,738,966
(10/01/07-9/30/08)	\$265,469,384	\$17,252,268	282,721,652
Neg. Cost Overrun MOD 135	\$33,448,837	\$0	33,448,837
Cost Overrun	\$0	\$0	0
Mod No. Cost Overrun			0
Mod No. 441	(\$174,327)	(\$13,944)	(188,271)
Total FY08	\$298,743,894	\$17,238,324	315,982,218

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	\$598,000,054	\$33,023,063	631,023,117
TOTAL CONTRACT			
VALUE SEP98-SEP08	\$2,630,767,155	\$145,731,184	\$2,776,498,339
*Earned fees for past periods plus the available fees for future periods			
Exercised options are moved above the Total Contract Value Line.			

ARTICLE B-4 AWARD FEE

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

AF P	BASIC PERIOD OF PERFORMANCE		Available Award Fee Through Mod 440	Total Award Fee For Mod 441	Adjusted Available Award Fee	Earned Award Fee Mod 440	Earned Award Fee Mod 441	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	\$9,788,304		\$9,788,304	\$9,103,437		\$9,103,437	93%Mod 283
14	04/01/05	09/30/05	\$8,972,540		\$8,972,540	\$8,164,870		\$8,164,870	91%Mod325
15	10/01/05	03/31/06	\$9,111,777		\$9,111,777	\$7,471,659		\$7,471,659	82%Mod350
16	04/01/06	09/30/06	\$8,036,490		\$8,036,490	\$6,654,214		\$6,654,214	82.8%Mod393
17	10/01/06	03/31/07	\$8,645,955	(\$2,264)	\$8,643,691	\$6,916,042	(\$1,811)	\$6,914,231	80%Mod430
18	04/01/07	09/30/07	\$8,640,250	(\$6,792)	\$8,633,458				
19	10/01/07	03/31/08	\$8,733,589	(\$6,912)	\$8,726,677				
20	04/01/08	09/30/08	\$8,755,727	(\$7,032)	\$8,748,695				
GRAND TOTAL			\$161,293,924	(\$23,000)	\$161,270,924			\$145,731,183	Earned & Available

contractor shall be responsible for providing parts for 44 search lights located in White Sands and Edwards AFB. (Mod 257)

2.2.1.9 Deleted.

2.2.1.10 Office Moves and Alterations. The contractor shall perform moves and office alterations, including the relocation of personnel and office materials, partitions, and systems furniture, and perform the necessary design layout. The Launch Operations and Support Contract (LO&SC), Space Program Operations Contract (SPOC), KSC Visitor Complex Concessionaire, and Checkout and Payload Processing Services Contract (CAPPS) are responsible for moves and non-floor-to-ceiling alterations within their assigned areas. **Air Force support may be provided through Type 3C projects. The contractor will only accept tasking for move/mods for Air Force customers on an AF Form 332 and execute only with approval of 45 CES. (Mod 441)**

Services extend to minor modifications as necessary. In all facilities, the contractor shall design and implement all necessary convenience outlets, lighting, fire detection and alarm, and HVAC systems to accommodate the move. The contractor shall conduct Safety Design Reviews of Move/Mod Packages.

2.2.1.11 Move/Relocate Portable Facilities. The contractor shall move or relocate all government real property accountable portable buildings, trailers, modulars, and mobile homes identified in the O/M/E/U Matrix. This includes all associated preparation, siting, utilities, and fixtures. The contractor shall perform minor site work including the moving of Modulars, single- and double-wide trailers, and installing tie-downs, steps, blocking, and skirting. After removal of a facility from an area, the contractor shall clean up all remaining debris and grade the site to its original state, including re-sod or resurfacing as necessary. The contractor shall support the implementation of the NASA Trailer Abatement Plan.

2.2.1.12 Corrosion Control and Facilities Painting. The contractor shall provide corrosion control to include support to cathodic protection systems under J-BOSC, per the O/M/E/U Matrix and facilities painting support to include road markings, fabrication, and installation of signs and banners.

The contractor shall provide abrasive blasting and protective coating services for KSC and CCAFS, and to equipment transported to the corrosion control facilities at KSC and CCAFS by CAPPS, Space Station, SPOC and the LO&SC contractors. The contractor shall provide corrosion control and paint services to include scaffolding and rigging support as required, for maintenance activities of assigned structures, facilities, systems, and equipment. The contractor shall prepare and maintain a Cathodic Protection Booklet in accordance with AFM 85-5, AFI 32-1054, and DRD 2.2-11, Cathodic Protection Report. One (1) hard copy and one (1) electronic copy shall be delivered on an annual basis. Painting color scheme of facilities shall be in accordance with facility excellence plans. The contractor shall provide National Association of Corrosion Engineers (NACE) Level 3 inspection services as required. (Mod 397) (Mod 402)

2.2.1.13 Deleted.

2.2.1.14 Asbestos Protection Program. The contractor shall manage the asbestos containing material (ACM) program at all contractor maintained F/S/E, as specified in the O/M/E/U Matrix, in accordance with the 45th Space Wing and NASA-KSC Asbestos Management Program. The contractor shall develop and maintain a written asbestos management and operation plan as detailed in Appendix "A" of Section "J", Attachment "J-1" (to include a 5-year abatement plan updated every year). The contractor shall conduct ACM condition inspections as required. The contractor shall plan and program asbestos abatement projects to correct deficiencies found. Asbestos abatement should be incorporated into facility maintenance, repair or renovation projects where feasible. The contractor shall submit a 5-year abatement plan updated every year to NASA-KSC and the 45th Space Wing asbestos program managers and infrastructure maintenance managers. The contractor shall remove ACM for maintenance, operations, and

Mod 441

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

WBS	Function	Workload Description or Document Title	Document Number (if Applicable)	Rev. Date
2.2.1	Facilities, Systems, Equipment, Utilities (F/S/E/U)	USAF Office Moves Workload: <ul style="list-style-type: none"> • 430 107 approximate number of offices moved; 80% estimated percentage of moves between buildings, 5% estimated percentage of moves between PAFB and CCAFS. * An office contains of furniture and equipment used to support the work of one individual. Generally, an office will consist of, but not be limited to, the following items: Desk, Desk Chair, Computer Table or equivalent, Extra Chair, 3 (total) File Cabinets (with files), Bookcases (5-shelf or equivalent), Computer Monitor, Keyboard, CPU, 5 Boxes of Books, Files, and Papers.		
2.2.1	Facilities, Systems, Equipment, Utilities (F/S/E/U)			
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