

2. AMENDMENT/MODIFICATION NO. 43	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE John F. Kennedy Space Center, NASA Procurement Office – ODIN – OP-MS 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) OAO Corporation 7500 Greenway Center Drive Greenbelt MD 20770	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-98144/CC90300B
		10B. DATED (SEE ITEM 13) December 1, 2001
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)

No Change

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: NAS5-98144 Contract Clause A.1.14 Asset Transition, and FAR Clause 52.212-4 Contract Terms and Conditions-Commercial Items, (c) Changes
	D. OTHER (Specify type of modification and authority)

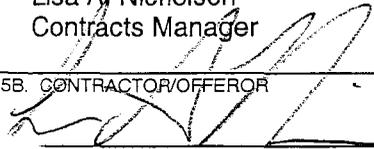
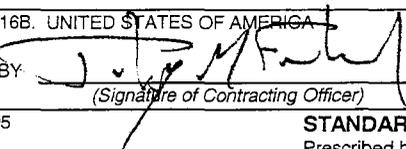
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

KENNEDY SPACE CENTER --- ODIN SERVICES

Subject: Asset Transition Value Methodology

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) Lisa A. Nicholson Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy M. Freeland Delivery Order Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-28-02
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-31-2002

1. The purpose of this modification is to incorporate Asset Transition Value Methodology into this Delivery Order in accordance with Master Contract A.1.14.
2. The following clarification shall be incorporated as Item 13 in Part III, Section A – General Requirements, of this delivery order. The Contractor shall use the following definitions and calculations in accomplishing the asset transition value for this Delivery Order.

13. ASSET TRANSITION VALUE METHODOLOGY

A. Definitions:

1. Contractor Assets—Those assets for performance of ODIN seat services, including items that are leased, owned, or otherwise acquired by the Contractor without reimbursement from the Government. Contractor Assets include hardware, software, contracted or prepaid maintenance or service contracts, and other assets that the Contractor has acquired in providing seat services. For the purposes of this paragraph, Contractor Assets do not include Catalog items.
2. Direct Systems—Those contractor assets used to provide seat services that can be attributed directly to a specific customer's seat services. Examples include desktop hardware, application software licenses, and file servers.
3. Embedded Systems—Those contractor assets used to manage, integrate, or control services that are embedded within the seat service architecture. Examples include network management and help desk call tracking systems and software.
4. Direct Systems Transition Charge—The charge associated with the transfer of Direct Systems to a successor in interest at the conclusion or termination of a delivery order.
5. Total Asset Transition Charge—The charge associated with the transfer of Embedded Systems (if any) together with Direct Systems to a successor in interest at the conclusion or termination of a delivery order.

B. Requirements:

1. The Direct Systems Transition charge shall reflect a proposed transfer value for Direct Systems as of the end of this delivery order (30 November 2004). This transfer value shall include the transition value of assets, and any costs associated with effecting the transfer of assets to a successor in interest. The Transition charge does not include any shipping, or other costs to move the assets from their current locations or to modify their current configuration. The assets will be provided on an "as is/where is" basis, with all applicable remaining warranties provided to the successor in interest.
2. The following table identifies the specific items that must be considered in preparing the Asset Transition charge:

Seat Type	Items Included
Desktop	Hardware
	System Software licenses
	Application Software licenses
	Unexpired maintenance agreements
	Hardware and software used to provide Center-Standard Storage and Center-Standard e-Mail Storage
	Hardware and software used for System Administration of e-Mail and domain name services
	Hardware and software for printers and other items provided under Shared Peripheral Services
	Hardware used to provide any Laptop Loaner Pool
	Hardware and software used to provide Local Backup services
	Hardware and software used to provide Desktop Conferencing services
Server	Hardware
	System and "back office" software licenses
	Hardware and software used to provide necessary Storage Volume
	Unexpired maintenance agreements
	Hardware and software used to provide Backup/Restore services
Communication	Hardware
	Unexpired maintenance agreements
Telephonic	Telephone instruments
FAX	Fax hardware and software
AR	Base station and handsets for Administrative Radio services
	Portable, mobile, and base stations for AR services, including antennas.
	Radios without the Government frequencies, where applicable
	Hardware and software used for system administration of ARs and Nets
	Hardware used to provide any Radio Loaner Pool

Video	Hardware and software used for system administration of the video network
LAN	Hardware and software used for system administration of LANs
RC	Hardware and software used for system administration of the Remote Telecommunication Service
PA	Hardware and software used for system administration of the Public Address Service

3. The residual value of contractor assets is calculated as follows:
 - a. For leased assets, transition value shall be the remaining lease obligation as of the end of this delivery order. The Contractor agrees that all leases will be straight-line leases whose terms shall be no longer than 36 months or the technology refresh life of the asset, whichever is longer. For assets that do not have an identified technology refresh life, the Contractor shall ensure that the lease term reasonably matches the industry-standard useful life of the assets, but not longer than 60 months. The Contractor shall separately identify any residual cost to acquire the assets once the lease obligation is completed.
 - b. For assets that the contractor has purchased, transition value shall be based on fair market "book" value, considering the age and condition of the asset, as established by a mutually identified third party, such as US1 or TechSmart.

4. The Asset Transition charge shall not include any Government-furnished or institutionally provided property or equipment, nor shall it include any infrastructure items for which title resides with the Government, regardless whether the Government or the Contractor acquired these assets.

5. For Kennedy Space Center (KSC), the following items are not considered as infrastructure and shall be included in the asset transition value: hardware and software associated with e-mail services, directory services, X.500 services, WINS services, and domain control services; servers providing server services; and telephone handsets. The following items are considered infrastructure and shall not be included in the asset transition value: telephone switches and modems supporting remote communications.

6. The Contractor shall not include Catalog items in any Asset Transition charge.

7. In addition, the Contractor may, at its sole discretion, include in the Total Asset Transition charge any embedded systems during the term of this delivery order for which it desires to negotiate a transfer to a successor in interest. The Contractor shall clearly identify any such items as a supplement to the Direct Systems Transition charge.

8. Any items the Contractor includes in the Total Asset Transition charge shall be subject to the "continuity of services" requirement contained in paragraph A.1.14 of the ODIN Master Contract. The Contractor is obligated to transfer these assets to a successor in interest if the successor elects to acquire them at the negotiated Asset Transition charge. The Contractor shall not remove, reassign, or otherwise dispose of these assets once a successor in interest indicates the desire to accept transfer of the assets. The Contractor shall include provisions in all purchase and lease arrangements, both for hardware and software, for transfer to a successor Contractor or Government.
 9. If the Government intends or desires to acquire or make available for transfer any contractor assets or services that are not included in the Asset Transition, the Government will notify the Contractor in writing at least six months before the end of this delivery order, so that an appropriate Asset Transition charge can be calculated.
3. In consideration of the modification agreed to herein as complete equitable adjustment for the changes set forth, the Contractor hereby releases the Government from any and all liability under this delivery order for further equitable adjustment attributable to such fact or circumstances giving rise to these changes.
 4. All other terms and conditions remain unchanged.