

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 4
 2. AMENDMENT/MODIFICATION NO. **80** 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) (x)
 OAO Corporation
 7500 Greenway Center Drive
 Greenbelt, MD 20770
 VID-5007221
 CAGE-60317
 KRED-111245
 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)

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

See Page 2

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)
 Keith L. Spencer Sr. Contracts Manger Penelope A. Ebright Contracting Officer
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Keith L. Spencer 21 Jul 2003 BY Penelope Ebright 7/29/03
 (Signature of person authorized to sign) (Signature of Contracting Officer)

1. This modification is to incorporate the following item and attachments relative to the Installation-Accountable Property utilized by the contractor in the execution of this delivery order at no change in the firm fixed price.
 - a. Part IV, Item 31. Use of Existing Government Assets
 - b. Attachment N - NFS 1852.245-71 "Installation-Accountable Government Property (June 1998)
 - c. Attachment O - NFS 1852.245-77 "List of Installation-Accountable Property and Services (July 1997)
 - d. Attachment P - "Installation-Accountable Property"
2. The following item shall be incorporated as Item 31 into Part IV – Center Specific Requirements, of this Delivery Order.

ITEM 31. USE OF EXISTING GOVERNMENT ASSETS. Pursuant to Contract Section A.1.14(a), the NFS clauses 1852.245-77 and 1852.245-71-ALTERNATE 1 are incorporated in full text and provided as Attachment N and Attachment O to this Delivery Order. These clauses are modified to reflect the following changes:

- a. The first sentence of paragraph (b)(1) of 1852.245-77 is changed to read "Equipment to be made available will be incorporated by a subsequent modification to this Delivery Order."
 - b. The property or services identified in paragraphs (c) and (j) are not authorized under this Delivery Order.
 - c. Contract Section A.1.14 identifies the contractor user responsibilities for paragraph (a) of 1852.245-71.
 - d. FAR clause 52.245-2 entitled Government Property (Fixed-Priced Contracts) is incorporated by reference.
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.

ATTACHMENT N – NFS 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JULY 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available will be incorporated by a subsequent modification to this Order. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) (deleted for this Order)
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: None
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) (deleted for this Order)
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
(End of clause)

**ATTACHMENT O – NFS 1852.245-71 INSTALLATION-ACCOUNTABLE
GOVERNMENT PROPERTY (JUNE 1998) - ALTERNATE I (MARCH 1989)**

- (a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities: as defined by Contract NAS5-98144 Section A.1.14(a)(1)

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- (b)(1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
- (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
- (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

- (2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.
- (3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.