OMB Approval No. 2700-0042

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 040

3. EFFECTIVE DATE See Block 16c

4. REQUISITION/PURCHASE REQ. NO. See Page 2

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE JRG

NASA JSC White Sands Test Facility
Attn: Irene M. Garcia/BH5
P.O. Box 20
Las Cruces, New Mexico 88004

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

NASA JSC White Sands Test Facility
Attn: Brandon Sivage/BH5
P.O. Box 20
Las Cruces, New Mexico 88004

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

Jacobs Technology Inc.
Attn: J. Keith Beck, General Manager
600 Williams Northern Blvd.
PO Box 884
Tullahoma, TN 37388

CODE		FACILITY CODE
(x)	9A. AMENDMENT OF SOLICITATION NO. N/A	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ11HA02C	10B. DATED (SEE ITEM 13) 3/01/2011

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 Schedule

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: (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) Limitation of Funds, NFS 1852.232-77; Contract Funding, NFS 1852.232-81

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 modification is to update sections B.6 (Contract Funding), & B.11 (Limitation of Funds); as well as decrease funding by $181,355.00 from $85,790,543 to $85,609,188.

See Page 2 for PR Decrease Breakout.
See SPICE for updated sections.

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) Irene M. Garcia, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	5C DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 9.11.12

PR Decrease Breakout

PR#	WBS Element	Amount to De-ob
4200397516	284781.05.01.02	6,500.00
4200403599	284781.05.01.06	13,000.00
4200433695	432938.01.05.01.02	1,222.00
4200429398	724297.40.44.05	12,766.00
4200413166	804911.02.05.1503.13	147,867.00

B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$85,609,188.**

(a) This allotment is for all Test and Evaluation Support Team (TEST) efforts at NASA/JSC/WSTF and covers the following estimated period of performance: March 1, 2011 through **September 30, 2012**.

	COST / PRICE	MAX AWARD FEE	TOTAL COST / PRICE AND FEE
PHASE-IN FP	(b) (4)	[redacted]	(b) (4)
CR TO'S (T1-X)		(b) (4)	
FFP TO'S (T1-X)		[redacted]	
TOTAL ISSUED IDIQ (NTE $100M/YR)			
TOTAL CONTRACT Funding To Date			$85,609,188

(End of clause)

B.11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total contract price, the sum of **$11,017,896** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract, until the total price of said contract is allotted.

(b) The Contractor agrees to perform or have performed work under this contract up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount of the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor for more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **July 31, 2012**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to

paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)