

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NNJ13TA03B	PAGE OF PAGES 1 136
2. AMENDMENT/MODIFICATION NO. Modification 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Geraldine B. Mason 2101 NASA Parkway Houston, TX 77058	CODE BT	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: BT/Anna Carter 2101 NASA Parkway Houston, TX 77058	CODE

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

ARES Technical Services Corporation
Attn: William Vantine, President
1440 Chapin Ave., Ste. 390
Burlingame, CA 94010

CODE 6G1C8	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	10B. DATED (SEE ITEM 13) 02/11/2013

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 his 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.(x)

(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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) – Alternate II (April 1984)
	d. OTHER (Specify type of modification and authority)

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)

See the following pages for details of Modification 1.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to update the contract as follows:

1. Section A, Table of Contents is revised to delete reference to Sections K, L and M and update Section G.5 to RESERVED.
2. Section F, clause F.5, Shipping Instructions, is modified as follows:

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the individuals specified in the respective Data Requirements List (DRL) and Data Requirements Descriptions (DRD) incorporated as attachments in Section J.

Parcel Post Shipments and Freight Shipments

Ship to: Transportation Officer
 Central Receiving, Building 420
 NASA Johnson Space Center
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Contracting Officer's Technical Representative: Rodney Young
Mark with: Purchase Request No: 4200414367
 Contract Number: NNJ13TA03B
 For reissue to: Program Planning and Control Office, Mail Code: GP

(End of clause)

3. Section G, clause G.5, Submission of Invoices for Fixed-Price Services, DELETED. G.5 is now RESERVED
4. Section H, clause H.5, Cross-Waiver of Liability for International Space Station Activities, is updated to the October 2012 version.
5. Section I, I.1, Listing of Clauses Incorporated by Reference, clauses:
52.204-7, Central Contractor Registration, is updated to the December 2012 version
52.222-37, Employment Reports on Veterans, title correction

52.232-99, Providing Accelerated Payment to Small Business Subcontractors, (AUG 2012) (DEVIATION), clause added in full text at I.13
6. Section J, Attachment J-1, Applicable and Reference Documents List, Delete "DRAFT" from Document MPCV 72008, Multi-Purpose Crew Vehicle (MPCV) Program Plan; Attachment J-2, Data Requirements Descriptions (DRDs) and JSC Data Requirements List (DRLs), add contract number to all DRDs and DRLs and provide modification date to all DRDs and DRLs. Attachment J-3 Management and Staffing Plan, Attachment J-4 Phase-In Plan, Attachment J-5 Safety and Health Plan, Attachment J-7 Total Compensation Plan and Attachment J-8 Organizational Conflict of Interest Avoidance Plan are included by reference.

7. Replace all references to solicitation number NNJ12414367R in the Page headers with the awarded contract number NNJ13TA03B for each section of the contract. A complete revised contract is included with track changes to identify areas of change.

2. CONTRACT NO. NNJ13TA03B	3. SOLICITATION NO. NNJ12414367R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/26/2012	6. REQUISITION/PURCHASE NO. 4200414367
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7. ISSUED BY NASA/Johnson Space Center Attn: Geraldine B. Mason/BT 2101 NASA Parkway Office Houston, TX 77058-3696	CODE BT	8. ADDRESS OFFER TO (If other than Item 7) (Refer to Section L.9 of this solicitation)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"
SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Sections L.9 and L.14.2.

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Anna Carter	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE: 281 NUMBER: 483-1869 EXT.:	C. EMAIL ADDRESS jsc-mpic@mail.nasa.gov
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<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	11	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **270** calendar from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS N/A %	20 CALENDAR DAYS N/A %	30 CALENDAR DAYS N/A %	CALENDAR DAYS N/A %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	1	07/17/2012	3	08/03/2012
	2	07/27/2012	4	10/29/2012

For offerors and related documents numbered and dated:

15. NAME AND ADDRESS OF OFFEROR ARES Technical Services Corporation 1440 Chapin Ave., Ste. 390, Burlingame CA 94010	CODE 6G1C8	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) William Vantine, President
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15B. TELEPHONE NO. (Include area code) (650) 401-7100	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <signature on file>	18. OFFER DATE 12/12/2012
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ITEM G.3 (G.4 Phase-In Only)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE NASA Shared Services Center (NSSC) Financial Management Division(FMD) – Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529
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26. NAME OF CONTRACTING OFFICER (Type or print) Geraldine B. Mason	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

B.2 CONTRACT TYPE

The Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) is a Cost-Plus-Fixed-Fee (CPFF) contract with an Indefinite Delivery/Indefinite Quantity (IDIQ) ordering mechanism. The phase-in effort is Firm-Fixed Price.

(End of clause)

B.3 IDIQ MAXIMUM AND GUARANTEED MINIMUM QUANTITY OF WORK

The guaranteed minimum contract value is \$100,000. The maximum value that can be ordered under IDIQ provisions of this contract is \$49,000,000. This amount includes the value of all work performed under the contract.

If over the life of the contract, the Government orders services in excess of the minimum but not up to the maximum, this circumstance shall not constitute a basis for an equitable adjustment.

(End of clause)

B.4 CONTRACT VALUE

The total contract value is determined as follows.

Contract Value

Phase-In Firm Fixed Price	(b)
Estimated IDIQ Cost	(b) (4)
IDIQ Fixed Fee	(b) (4)
IDIQ Cost and Fee	(b) (4)
TOTAL CONTRACT VALUE	(b) (4)

(End of clause)

B.5 1852.216-74 ESTIMATED COST AND FIXED FEE (DECEMBER 1991)

The estimated cost of this contract is (b) _ exclusive of the fixed fee of (b) _ . The total estimated cost and fixed fee is (b) _ .

(End of clause)

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) . This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance to be negotiated at time of the first task order.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.7 RATE TABLE FOR PRICING TASK ORDERS

These pre-defined rates shall be used in establishment of the estimated cost of individual task orders as follows. These rates are fully burdened, but without fee.

Fully Burdened Labor Rates – Cost Reimbursable

IDIQ Cost Plus Fixed Fee Rate per Hour Table

(All labor rates are fully burdened exclusive of prime contractor fee)

[Offeror to fill in labor rates in the table below]

Standard Labor Category	Contract Year 1 Rate	Contract Year 2 Rate	Contract Year 3 Rate	Option 1 Rate	Option 2 Rate
	(04/01/13 - 09/30/13)	(10/1/13 - 09/30/14)	(10/01/14 - 09/30/15)	(10/01/15 - 09/30/16)	(10/01/16 - 09/30/17)
Program Manager	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
Manager	(b) (4)				(b) (4)
Analyst 1	(b) (4)	(b) (4)	(b) (4)		
Analyst 2	(b) (4)				
Analyst 3	(b) (4)				
Business Specialist 1	(b) (4)				
Business Specialist 2	(b) (4)				
Business Specialist 3	(b) (4)				

Business Specialist 4	(b) (4)				
Engineer 1	(b) (4)				
Engineer 2	(b) (4)				
Engineer 3	(b) (4)				
Engineer 4	(b) (4)				
Information Technology 1	(b) (4)				
Information Technology 2	(b) (4)				
Information Technology 3	(b) (4)				
Other Technical	(b) (4)				
Secretary	(b) (4)				
*Other-fill in below					
**Rate(s) to be applied to Non-Labor Resources (Materials, Travel, Training, and ODCs)	(b) (4)				%
Not to Exceed (NTE) Fixed Fee Rate (%) - [REDACTED]	(b)				%
Not to Exceed (NTE) Fixed Fee Rate (%) - [REDACTED]	(b) (4)				%

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Identify rates to be applied to non-labor resources (i.e. material, travel). Identify the rates and basis of application.

B. Fixed Fee

The offeror shall propose a fee commensurate with the type of work authorized under the resultant contract. Task orders issued under the resultant contract shall not exceed the originally proposed fee.

(End of clause)

[END OF SECTION]

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INTRODUCTION AND SCOPE

The requirements defined in Section C are to support the Multi-Purpose Crew Vehicle (MPCV) Program Office at NASA Johnson Space Center (JSC) in Houston, Texas. The contractor provides 1) products and professional services to the Program Planning and Control Office, 2) systems engineering and integration services to the Vehicle Integration Office and the Crew and Service Module Office, and to the Test and Verification function performed by multiple Offices, and 3) product support to the Communication and Education Outreach Office. Contractor work includes the integration of Program Office functions performed at Prime Contractor, NASA Center and Partner locations. The MPCV Prime Contractor is Lockheed Martin. A list of the Prime contractor's major subcontractors and a list of current NASA Center suppliers are provided in the MPCV Program Plan, identified in Attachment J-1. Currently, there are no Partners.

The MPIC contractor utilizes office space, tools and systems at JSC provided by the Government; however, travel to other locations of Program activity is required.

The Statement of Work (SOW) follows the organization and numbering scheme of the MPCV Program Work Breakdown Structure (WBS), identified in Attachment J-1.

1.1 PROGRAM MANAGEMENT

Program Management is comprised of MPCV Program Office integration, MPIC contract management, administration and safety and health, and the MPCV Program Planning and Control function. The contractor shall perform the work necessary to provide the products and services identified in Sub-sections 1.1.1 and 1.1.2 below.

1.1.1 Integration, Management and Administration**A. Program Office Integration**

The contractor shall identify the interrelationships between the work performed by individual Program Office organizations, and manage related and interdependent work to assure integration of effort across the Program Office, the Prime Contractor, Non-Prime Suppliers and Partners.

B. Contract Management

1. The contractor shall provide an MPIC Management and Staffing Plan in accordance with DRD MPIC-PM-01.
2. The contractor shall provide a Phase-In Plan in accordance with DRD-MPIC-PM-02.
3. The contractor shall provide a Closeout Plan in accordance with DRD MPIC-PM-03.
4. The contractor shall provide a Total Compensation Plan in accordance with DRD MPIC-PM-04.
5. The contractor shall provide an Organizational Conflict of Interest Avoidance Plan in accordance with DRD MPIC-PM-05.

6. The contractor shall provide Government access to the contractor's plans, procedures, and processes that are used in support of the MPIC contract.

C. Contract Administration

1. The contractor shall develop, implement, and maintain a contract financial system to track resources by the MPIC WBS Elements and by elements of cost such as labor, overhead, other direct cost and indirect costs.
2. The contractor shall provide NF 533 Cost Reporting in accordance with DRD MPIC-BM-01. Reporting shall be to the third level for all WBS Elements with the exception of WBS 1.6, which shall be reported at the fourth level.
3. The contractor shall provide MPIC data supporting the Government budget process and other special requests for budget impacts, as requested. NASA will specify the format and content of the data.
4. The contractor shall provide Workforce Reporting in accordance with DRD MPIC-BM-02.

D. Contract Safety and Health

1. The contractor shall provide a Safety and Health Plan in accordance with DRD MPIC-SA-01.
2. The contractor shall provide an annual Safety and Health Program Self-Evaluation in accordance with DRD MPIC-SA-02.

Deliverables

The contractor shall deliver and maintain the following items described in Section J-2:

- DRD MPIC-PM-01: Management and Staffing Plan
- DRD MPIC-PM-02: Phase-In Plan
- DRD MPIC-PM-03: Close-Out Plan
- DRD MPIC-PM-04: Total Compensation Plan
- DRD MPIC-PM-05: Organizational Conflict of Interest Avoidance Plan
- DRD MPIC-BM-01: NF 533 Cost Reporting
- DRD MPIC-BM-02: Workforce Reporting
- DRD MPIC-SA-01: Safety and Health Plan
- DRD MPIC-SA-02: Safety and Health Program Self-Evaluation

1.1.2 MPCV Program Planning and Control

MPCV Program Planning and Control (PP&C) comprises three interdependent functions: Planning, Performance Management and Professional Services. Requirements from WBS Element 1.1.1, Management and Administration and from WBS Element 1.1.2, Business Operations for PP&C work are as follows.

1.1.2.1 PP&C Planning Function

- A. The contractor shall develop, operate and maintain the Planning Data Set as the Program repository for Planning Data Products in accordance with DRD MPIC-PC-01, Planning Data Set.
 - 1. The contractor shall assist with the development of the Program Baseline and Program Baseline Attributes, and store them in the Planning Data Set.
 - 2. The contractor shall develop Summary Master Schedule, Control Account Manager (CAM) and product schedules and Analysis Schedules as a time-sequenced network of tasks and dependencies identifying milestones, critical path, inter-dependencies, and risks, and store them in the Planning Data Set.
- B. The contractor shall maintain the MPCV Program Plan, and the WBS Tree and Data Dictionary and the list of technical requirements documents associated with the Program Baseline.
- C. The contractor shall assist with the development of technical, schedule and cost planning products for Program-to-Program activities in support of the Exploration Systems Development (ESD) Division integration of the MPCV, Space Launch System (SLS @ Marshall Space Flight Center) and Ground Systems Development and Operations (GSDO @ Kennedy Space Center) Programs.
- D. The contractor shall establish and maintain a cost and schedule estimating capability consistent with industry and NASA standards and methods that shall be used to perform and report assessments of Program performance. These data shall be used to assess Program alternatives, including but not limited to Estimates at Completion, Life Cycle Costs, trade studies, change requests and risk mitigations. All data products shall be stored in a Planning Data Set.
 - 1. The contractor shall perform strategic assessments of Program alternatives (i.e., 'what-ifs') and trades, as requested by the government.
 - 2. The contractor shall develop fiscal and year-end cost estimates as well as Life Cycle Cost (LCC) and Estimate at Completion (EAC) along with associated Joint Cost and Schedule Confidence Level (JCL) for identified Program Baselines, as requested by the Government.
 - 3. The contractor shall provide independent cost and schedule evaluations of change request and risk mitigation, as requested by the Government.
- E. The contractor shall operate MPCV Program implementation of the JSC Quality Management System (QMS) including but not limited to providing training, conducting management reviews and performing internal audits; participate in JSC audits; and report findings to Government personnel for determination and implementation of corrective action.
 - 1. The contractor shall be certified to either the ISO 9001 industry consensus standard for quality management or the AS9100 industry consensus standard for quality management.

2. The contractor shall create and maintain records of MPCV implementation of the JSC QMS including as a minimum: training records, audit reports and corrective actions, and the minutes of management reviews.
 3. The contractor shall maintain the MPCV Program Master List of Work Instructions, processes, and procedures in accordance with the JSC QMS Manual, JPR 1280.2.
 4. The contractor shall maintain an inventory of Program Records including but not limited to location, and manage records in accordance with NPR 1441.1.
- F. The contractor shall provide input to the annual Program Planning, Budget and Execution (PPB&E) submission, as requested by the Government.
1. The contractor shall establish and maintain the Performance Management Baseline used for EVM reporting and store in the Planning Data Set.
- G. Following PPB&E or as requested by the Government, the contractor shall assist with Program Baseline re-planning.
1. The contractor shall update Planning Data Products, as applicable.
 2. The contractor shall revise the Performance Management Baseline.
 3. The contractor shall participate in Integrated Baseline Reviews (IBR) for the Prime contractor and for Non-Prime suppliers, as requested by the Government.
- H. The contractor shall continually improve the processes used to perform the PP&C Planning function.
1. The contractor shall report improvement as part of JSC QMS implementation.
 2. The contractor shall recommend use of industry best practice and consensus standards to improve and maintain Planning work processes.
 3. The contractor shall evaluate and report cost-benefit for obtaining 3rd-Party certification to any industry best practice and consensus standard recommended.

Deliverables

The contractor shall deliver and maintain the following item described in Section J-2:

- DRD MPIC-PC-01: Planning Data Set

1.1.2.2 PP&C Performance Management Function

- A. The contractor shall develop, operate and maintain the Performance Data Set as the Program repository for Prime Contractor, Non-Prime Supplier and Partner delivered data reports, PP&C

Functional Data Products and the results of integrated analysis in accordance with DRD MPIC-PC-02, Performance Data Set.

- B. The contractor shall capture performance data reported by the Prime contractor, Non-Prime Suppliers and Partners via Data Management and store in the Performance Data Set.
 - 1. The contractor shall capture Supplier Data Reports in accordance with DRD MPIC-PC-02, Performance Data Set.
- C. The contractor shall identify performance information in Prime Contractor, Non-Prime Supplier and Partner briefings and presentations, extract technical, schedule and cost data, and input extracted information into the Performance Data Set.
- D. The contractor shall use data stored in the Planning and Performance Data Sets to develop technical, schedule and cost Functional Data Products in accordance with DRD MPIC-PC-03, Performance Measures, and store results in the Performance Data Set.
 - 1. The contractor shall capture financial and workforce Functional Data Products from the Resource Management Office (RMO).
 - 2. The contractor shall determine and report current and forecast schedule variances and discrepancies between reported schedules and planned performance.
 - 3. The contractor shall track reported flight product development work accomplished per the Integrated Master Schedule (IMS) and identify, assess and report discrepancies and impacts.
 - 4. The contractor shall develop the Program Earned Value Management (EVM) using data reported by the Prime contractor and resource reports provided by the government; compare current with past performance; project future performance; and report results.
 - 5. The contractor shall use Prime Contractor, Non-Prime Supplier and Partner risk reports to maintain the Top Program Risk report.
 - 6. The contractor shall assess the continuing validity of assumptions and document impacts to Program technical, schedule, and cost performance.
- E. The contract shall forecast technical, schedule and cost performance, in accordance with DRD MPIC-PC-03, Performance Measures.
- F. The contractor shall obtain independent assessments of current and future Program performance--including but not limited to any provided by the Government, in accordance with DRD MPIC-PC-03, Performance Measures.
- G. The contractor shall perform an integrated analysis of Program performance to characterize current status and threats to near-term and long-term future status, make recommendations, and present results to the Program Manager, in accordance with DRD MPIC-PC-04.

- H. The contractor shall obtain feedback from the Program Manager on the content and format used to report the results of Integrated Analysis and incorporate it into subsequent product presentations.
- I. The contractor shall assist with the development of technical, schedule and cost performance products for Program-to-Program activities in support of the ESD Division's integration of the programs MPCV, SLS and GSDO.
- J. The contractor shall provide Data Packages for Agency Program Management reviews and for reviews by other NASA organizations, as requested by the government
 - 1. Program Life Cycle and Key Decision Point Reviews, including but not limited to related Standing Review Board, JSC Center Management Council and Agency Program Management Council reviews.
 - 2. Program reviews by NASA organizations (e.g., inspector General, and Aerospace Safety Advisory Panel) and external government agencies (e.g., Government Accountability Office).
- K. The contractor shall continually improve the processes used to perform the PP&C Performance Management function.
 - 1. The contractor shall report improvement as part of JSC QMS operation.
 - 2. The contractor shall recommend use of industry best practices and consensus standards to improve and maintain Performance Management work processes.
 - 3. The contractor shall evaluate and report cost-benefit for obtaining 3rd-Party certification to any industry best practice and consensus standard recommended.

Deliverables

The contractor shall deliver and maintain the following items described in Section J-2:

- DRD MPIC-PC-02: Performance Data Set
- DRD MPIC-PC-03: Performance Measures
- DRD MPIC-PC-04: Integrated Analysis

1.1.2.3 MPCV PP&C Professional Services Function**1.1.2.3.1 General**

- A. The contractor shall continually improve the processes used to perform the PP&C Professional Services
 - 1. The contractor shall report improvement as part of JSC QMS operation.

2. The contractor shall recommend use of industry best practices and consensus standards to improve and maintain the work processes used to provide Professional Services.
 3. The contractor shall evaluate and report cost-benefit for obtaining 3rd-Party certification to any industry best practices and consensus standard recommended.
- B. The contractor shall develop and report metrics that characterize volume and quality of services provided to end users, in accordance with DRD MPIC-PC-05, Professional Services.

1.1.2.3.2 Configuration Management

- A. The contractor shall perform configuration management services for the MPCV Program.
- B. The contractor shall provide administrative services for performing planning coordination, and execution of MPCV Program meetings, such as MPCV Program Office Control Boards, Panels, designated working groups, major Program reviews, Technical Interchange Meetings, ad hoc management meetings, action item tracking, and Program wide communications, as identified in the current version of the MPCV Program Plan, including but not limited to meeting facilitation, scheduling, room and IT logistical setup, action tracking, maintaining and distributing meeting minutes.

1.1.2.3.3 Data Management

- A. The contractor shall receive track, monitor, report, validate, evaluate, distribute, and store Program information, and contractor, supplier and Partner items delivered to the MPCV Program Office.
- B. The contractor shall identify, classify, archive, preserve, and destroy when appropriate the subset of information that comprises Program records, in accordance with NPR 1441.1 identified in Attachment J-1.

1.1.2.3.4 Risk Management

- A. The contractor shall assess risk content and facilitate coordination and integration at the Program level, including but not limited to administration of the Program risk system (Active Risk Manager, an operating tool identified in Attachment J-6).

1.1.2.3.5 Information Technology (IT) Management

- A. The contractor shall use the Johnson Space Center Information Resources Directorate (IRD) System for all MPCV Program IT needs and complete IT Service Request Forms as needed.
- B. The contractor shall develop, manage and maintain the MPCV Program Office website(s).
- C. The contractor shall provide IT assistance to assess end user issues and to determine appropriate resolutions, such as reporting issues to the appropriate NASA IT contractor, and replacing or repairing user-maintained items.

- D. The contractor shall manage and administer the NASA provided software available for employees use at home under NASA licensing agreements.
- E. The contractor shall manage the electronic equipment in MPCV Program Office's conference rooms and other common locations; coordinate repairs with NASA as appropriate; and maintain any organization's unique software.
- F. The contractor shall manage the NASA Property System (N-PROP) for the MPCV Program.
- G. The contractor shall utilize the NASA Integrated Collaborative Environment (ICE) identified in Attachment J-6.
- H. The contractor shall serve as the IT property custodian, maintaining the MPCV Program Office IT inventory, the shared equipment pool, and tracking the shared hardware and software equipment pool.

1.1.2.3.6 Security Management

- A. The contractor shall provide information technology security in conformity with NPD 1600.1 and NPR 1600.2, NASA Security Policy and Requirements, respectively.
- B. The contractor shall develop, maintain and provide Technology Protection products including but not limited to plans, requirements, threat assessments, reports, schedules, and security risks.
- C. The contractor shall provide physical security in conformity with NPR 1620.3, Physical Security Requirements for NASA Facilities and Property.
- D. The contractor shall coordinate with designated Program persons and Special Agents located at each participating NASA Center to support the performance of a counterintelligence function.
 - 1. A security clearance at the Top Secret level is required for any person performing this function.
- E. The contractor shall assist data originators and Designating Officials with the assessment of MPCV Program documentation to determine sensitivity and appropriate markings for export, and by interfacing with the JSC Export Services Team to export controlled items.
- F. The contractor shall perform a security validation visit annually with the Prime Contractor to ensure adherence to NPR 2810.
- G. The contractor shall serve as the Building Facility Manager or Alternate Facility Manager for the JSC building where the MPCV Program is housed, and coordinate with JSC Center Operations for reporting problems and for responding to emergencies.

1.1.2.3.7 Supplier Management

- A. The contractor shall participate in establishing and maintaining Agreements with NASA participating organizations.

- B. The contractor shall capture, analyze, track and report collateral costs for work performed for MPCV by NASA Center participating organizations.

Deliverables

The contractor shall deliver and maintain the following item described in Attachment J-2:

- DRD MPIC-PC-05: Professional Services

1.1.3 WBS Element 1.1.3, Deleted

1.1.4 WBS Element 1.1.4, Deleted

1.1.5 WBS Element 1.1.5, Deleted

1.1.6 WBS Element 1.1.6, Reserved

1.1.7 WBS Element 1.1.7, Deleted

1.1.8 WBS Element 1.1.8, Reserved

1.2 VEHICLE INTEGRATION (VI)

1.2.1 VI Management and Integration

1. Vehicle Integration Management

1. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with technical reviews, meetings, and integrated assessments for the Program.
2. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with technical reviews, meetings and technical assessments and integration in support of ESD Division for combined MPCV, Space Launch System and Ground Systems Development and Operations Program-To-Program work.
3. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with Program Change Requests.

4. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as Program Technical Review (PTR), Preliminary Design Review (PDR), Critical Design Review (CDR), and Design Certification of hardware and software.
 5. The contractor shall perform planning and coordination for systems engineering and integration efforts (including task agreements) for the MPCV Program Vehicle Integration Office.
 6. The contractor shall develop a process and disciplined approach to be used for assessing, documenting and tracing achievability of the emerging set of MPCV Program requirements (i.e., the assessment of whether the MPCV Program requirements suite can be fully realized in the current spacecraft design, as designs are updated).
 7. The contractor shall maintain the MPCV Vehicle Integration Office documentation, such as the Document and Specification Tree, System Engineering Management Plan, Major Review Plans, and Operations Concept.
2. Administration for Vehicle Integration
1. The contractor shall provide initial inputs for, identify any process improvements to, and document MPCV Program systems engineering processes, tools, metrics and training as assigned by the government.
 2. The contractor shall develop, document, and assist in training on an integrated process for conducting requirements achievability assessments, and ratings or rankings of impacts to an integrated vehicle.
 3. The contractor shall provide recommendations for development of MPCV Program technical metrics that are uniform, predictive, and objectively measurable.

1.2.2 Requirements Definition and Management

A. MPCV Program Vehicle Integration Requirements

1. The contractor shall develop products, reports, plans, and schedules that facilitate coordination of MPCV Program requirements analysis effort.
2. The contractor shall provide initial inputs, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with MPCV Program systems requirements.
3. The contractor shall perform analysis to determine the proper allocation and traceability of MPCV Program requirements.
4. The contractor shall review, analyze and report on MPCV Program requirements documents to ensure consistency between requirements in lower-level and higher-level requirements documentation, including requirements from ESD Division and other programs.

5. The contractor shall provide technical analyses of new requirements, develop supporting technical rational, and implement requirements as assigned by the government.
6. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for Vehicle Integration Requirements as assigned by the government.

1.2.3 Program Integration and Interfaces Management

A. Program Integration and Interfaces Management

1. The contractor shall provide technical leadership for Orion interface management.
2. The contractor shall analyze, document, and provide process improvement recommendations to Interface Requirements Documents (IRDs) and Interface Control Documents (ICDs).
3. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for Integration and Interface Management as assigned by the government.
4. The contractor shall develop and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with Orion interface planning and definition.
5. The contractor shall evaluate designs and requirements as they evolve to identify interface issues.

1.2.4 Systems and Integrated Analysis

A. Vehicle Integration Performance

1. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies related to integrated energy balance, mass properties, mission and time-line analysis, and spacecraft separation events for Vehicle Integration Performance as assigned by the government.
2. The contractor shall develop and design analysis tools for the MPCV Program and document architecture.
3. The contractor shall investigate, analyze, document, and report on systems engineering processes and tools for use in analyzing integrated vehicle performance.

1.2.5 Crew Service Module (CSM) Crew Cabin and Cockpit Layout Design Requirements

A. Vehicle Integration of the Cabin and Cockpit

1. The contractor shall provide initial inputs for, identify any process improvements to, and document MPCV Program Vehicle Integration processes, plans, products, schedules, and requirements validation and verification of the Cabin and Cockpit Layout, as assigned by the government.
2. The contractor shall perform analysis to determine the proper allocation and traceability of MPCV Program requirements.
3. The contractor shall review, analyze and report on MPCV Program requirements documents to ensure consistency between requirements in lower-level and higher-level requirements documentation.
4. The contractor shall provide recommendations to technical discipline experts to supplement the understanding and implementation of MPCV Program requirements.
5. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with selected special studies for Vehicle Integration of the Cabin and Cockpit as assigned by the government.

1.2.6 WBS Element 1.2.6, Reserved**1.2.7 Flight and Ground Operations Integration****A. MPCV Program and Program Integration**

1. The contractor shall perform integration planning, definition, coordination, and documentation for the MPCV Program concept of operations processes and procedures.
2. The contractor shall develop processes, plans, system requirements, training, procedures, and work associated with the preparation, launch, flight execution, and recovery functions of the MPCV Program in cooperation with the other Programs.
3. The contractor shall provide initial inputs, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with concepts of operations, plans for detailed ground operations and flight operations during design.
4. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for MPCV Program Integration and for ESD Division Program-To-Program integration as assigned by the government.

1.2.8 WBS Element 1.2.8, Deleted

1.2.9 WBS Element 1.2.9, Reserved

1.3 WBS ELEMENT 1.3, RESERVED

1.4 WBS ELEMENT 1.4, RESERVED

1.5 WBS ELEMENT 1.5, DELETED

1.6 SPACECRAFT DEVELOPMENT

1.6.1 Crew and Service Module (CSM)

1.6.1.1 CSM Management and Administration

A. CSM Office Management and Administration

1. The contractor shall perform planning and coordination for the CSM Office efforts, including, but not limited to, staff meetings, cost/technical/schedule reviews, engineering panels, hardware control panels, and task agreements.
2. The contractor shall conduct special studies and review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned to resolve those issues associated with special studies for the CSM Office, as assigned by the government.
3. The contractor shall develop documentation, review documentation, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government to resolve those issues associated with technical reviews of engineering changes.
4. The contractor shall provide planning, coordination, and review of products for programmatic and engineering reviews, such as PTR, PDR, CDR, and Design Certification of hardware and software, including, but not limited to, tracking of discrepancies noted in these reviews.
5. The contractor shall coordinate tasks performed by other MPCV Program offices in support of the CSM Office, including, but not limited to, resource analysis, scheduling and schedule assessments, baseline and reference data management, web and Windchill expertise, and board and panel administrative support.
6. The contractor shall track and report status on actions for support, development, and review of CSM Office related program changes.
7. The contractor shall prepare materials and decision packages for Program reviews, external reviews, audits, presentations, and technical papers, and manage records.

8. The contractor shall provide support to CSM Office integrated risk management, including but not limited to, maintaining latest status of technical risks, resolution plans, and generating reports necessary to communicate risk status and changes.

1.6.1.2 CSM Systems Engineering and Integration

A. Integrated CSM Architecture and Engineering

1. The contractor shall perform tasks for the systems engineering and integration of CSM and subsystem teams across all aspects of the CSM development efforts, including, but not limited to, integration of CSM discipline-specific efforts to manage the overall integrated crew module architecture definition and engineering functions.
2. The contractor shall perform analysis to determine the proper allocation and traceability of MPCV Program requirements within the CSM Office.
3. The contractor shall provide independent assessment and validation of CSM subsystems and components required to meet MPCV Program module-level and interface requirements.
4. The contractor shall provide assistance to technical discipline experts in understanding and implementing requirements.

1.6.1.3 WBS Element 1.6.1.3, Reserved

1.6.1.4 CSM Government Furnished Equipment (GFE) Products

A. Government Furnished Equipment Product Development and Integration

1. The contractor shall perform tasks required to track GFE and NASA In-Line work activity, including, but not limited to, coordinating inputs with technical teams, providing status of current activity being performed, highlighting completed activity, and identifying new items under discussion.
2. The contractor shall provide planning, coordination, data management, web and Windchill expertise master support, and board/panel administrative support for the CSM GFE efforts.

1.6.1.5 WBS Element 1.6.1.5, Reserved

1.6.1.6 CSM Assembly, Integration and Production

A. Assembly, Integration and Production of CSM Flight Test Article(s), Flight Article(s) and CSM Ground Support Equipment

1. The contractor shall provide initial inputs for, identify any process improvements to, and document the integrated CSM certification and acceptance process.

2. The contractor shall prepare materials and decision packages for program reviews, external reviews, audits, presentations, and technical papers, and manage records.
3. The contractor shall provide initial inputs for, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with assembly and integration requirements with requirements owners.
4. The contractor shall analyze, develop, document, and provide implementation recommendations for hardware and software integration and test strategies covering acceptance and sustaining engineering.
5. The contractor shall monitor, perform, and report on processing, integration and checkout facility and equipment interface development testing and verification as assigned by the government.

1.6.2 WBS Element 1.6.2, Deleted

1.6.3 WBS Element 1.6.3, Deleted

1.6.4 WBS Element 1.6.4, Reserved

1.6.5 Software

A. MPCV Program Software

1. The contractor shall perform planning, definition, and documentation of the systems engineering and integration processes for MPCV Program spacecraft software.

1.6.6 WBS Element 1.6.6, Reserved

1.6.7 WBS Element 1.6.7, Reserved

1.7 WBS ELEMENT 1.7, RESERVED

1.8 WBS ELEMENT 1.8, DELETED

1.9 WBS ELEMENT 1, 9, RESERVED

1.10 TEST & VERIFICATION (T&V)

1.10.1 T&V Management and Administration

A. T&V Processes and Plans

1. The contractor shall support the development of the MPCV Program Master Verification strategy for EM-1 and EM-2 flight and ground-interface systems.

2. The contractor shall coordinate with other offices within the MPCV Program and other Programs to baseline the MPCV Master Verification Plan.
3. The Contractor shall review and assess Program requirements documents and standards (such as Systems Requirements Document (SRD), Human Systems Integration Requirements (HSIR), Design Specification for Natural Environments (DSNE), Interface Requirements Documents (IRDs) and Constellation Environmental Qualification and Acceptance Test Requirements (CEQATR)) to provide recommendations and guidance to requirement owners in the development of verification requirements. In addition, the contractor shall identify potential impacts to the Orion Test and Verification strategy.
4. The contractor shall provide initial inputs for, identify any process improvements to, and document the management of the integrated spacecraft certification and acceptance process.
5. The contractor shall support the planning and scheduling of the MPCV Orion T&V activities such as master integration planning and programming design for programs.
6. The contractor shall track actions for development, and review of T&V related Change Requests (CRs) and of Engineering Change Proposals (ECPs).
7. The contractor shall prepare material and decision packages for Program reviews, external reviews, audits, presentations, and technical papers, and perform associated records management.
8. The contractor shall support technical reviews and integrated assessments of discipline expert inputs.
9. The contractor shall develop and document criteria and methodologies for T&V requirements verification.
10. The contractor shall provide planning, coordination, and review of products for Programmatic and Engineering Reviews such as PDR, CDR, and Design Certification of hardware and software.
11. The contractor shall provide initial inputs for, identify any process improvements to, and document T&V systems engineering processes.

B. Implementation of T&V Activities

1. The contractor shall coordinate and integrate the T&V inputs to Orion applicable documentation in support of MPCV major reviews such as the Prime Contractor PTR's and CDRs.
2. The contractor shall provide the expertise required to assist the Orion T&V function in the evaluation of documentation provided at reviews.
3. The contractor shall review and support baselining of detailed test planning and implementation documentation such as Verification Information Sheets (VIS), Test information Sheets (TIS).

4. The Contractor will provide vertical and horizontal Program support to organizations that interface with Orion Test and Verification office including, but not limited to, the Requirements and Verification Working Group (RVWG), Verification Engineering Working Group (VEWG), Orion verification Integration Team (OVIT), Vehicle Integration Control Board (VICB) and others depending on the agenda topics.
5. The contractor shall act as ad hoc co-chair of the Verification Engineering Working Group and others as identified by the Government
6. The contractor shall provide technical support for large scale integrated testing including, but not limited to Orion Structural Test Article (STA) and Orion Qualification testing, the review of appropriate requirements documentation and identification of required ground support equipment, schedule conflicts and risks
7. The contractor shall provide initial inputs for, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with Verification Closure documentation.
8. The contractor shall prepare material and decision packages for Program reviews, external reviews, audits, presentations, and technical papers, and perform associated records management for the Verification Closure process.
9. The Contractor shall provide support for Integrated Schedule Management by developing requirements for T&V schedule reports/products, reviewing T&V schedule report/products for requirements compliance, facilitating integration of T&V Lead inputs to T&V schedule, and managing & coordinating monthly T&V Schedule Reviews

1.10.2 Integrated Spacecraft Testing and Verification Management**A. Program Requirements Verification Development & Management**

1. The contractor shall coordinate with other offices within the MPCV Program and other programs to baseline the MPCV Master Verification Plan.
2. The contractor shall perform technical reviews and integrated assessments of discipline-expert inputs.
3. The contractor shall develop and document criteria and methodologies for requirements verification.
4. The contractor shall provide support for Risk Management including, but not limited to, integration of T&V Lead inputs into the T&V risk tool Active Risk Manager (ARM-See Section J-6), management and coordination of monthly T&V Risk reviews, facilitation of T&V risk identification, development and maintenance; and track risk status and mitigation.

1.10.3 WBS Element 1.10.3, Deleted

1.10.4 Facilities

A. Facilities Development, Management, and Integration

1. The contractor shall assess and report progress on the development (design and construction), management, and maintenance of the Orion Laboratories, Test beds, and other test facilities.
2. The contractor shall support processing, integration and checkout facility and equipment interface development testing and verification.
3. The contractor shall provide initial inputs for, review, provide technical assessments, identify technical issues, review issues with the government, and complete any action items assigned by the government associated with of interface tooling and test equipment requirements.
4. The contractor shall support identification, arrangement and preparation of facilities and associated assets for interface and integration tests.
5. The contractor shall identify and arrange for facilities and associated assets needed for MPCV Program Office flight tests.

1.10.5 WBS Element 1.10.5, Reserved

1.10.6 Flight Test

A. Flight Test Development, Integration, and Management

1. The contractor shall provide integration support to include Program, Planning, Budget and Execution (PPBE) tasks, and schedule and risk coordination, planning, and database management.
2. The contractor shall provide inputs to the MPCV National Environmental Protection Act (NEPA) lead to ensure all NEPA activities for the program are coordinated with the appropriate agencies and MPCV Prime Contractor, and that all NEPA documentation is prepared and filed with the Exploration Systems Directorate NEPA Manager.
3. The contractor shall understand the Universal Documentation System (UDS) and act as the program interface to the KSC managed Automated Requirements Support System (ARSS) database.
4. The contractor shall manage and coordinate the program support and service requirements that are approved by the program and entered into the ARSS database.
5. The contractor shall administer the flight test office team data management process to include tracking configuration change and loan requests, scheduling the configuration management team (CMT) meetings, and recording minutes and actions.

1.10.7 Special Projects/Studies – T&V

A. Special Studies

1. The contractor shall perform special studies in support of the T&V office.
2. The contractor shall develop and design analysis tools.
3. The contractor shall serve as technical advisor and consultant to the tools, processes and training chief on such matters as overall T&V processes and tools.

1.11 COMMUNICATIONS AND EDUCATION OUTREACH

Support to Communications and Education Outreach includes the production of Program materials with the goal of providing strategic, timely, accurate, coordinated information content across programs and centers.

- A. The contractor shall participate in program status meetings to document current and accurate milestone success and status.
- B. The contractor shall assist with the development and production of Program and vehicle status updates, photography and video, presentations, animations and white papers, response to questions, graphics, and support material to ensure the timely update of content.
- C. The contractor shall provide public communications products (education and outreach), including, but not limited to, videos, animations, printed media, website content, exhibits and broadcast media.
- D. The contractor shall provide program content and public communications products to ensure timely update of content for our agency and team partners for use in agency exhibits, including, but not limited to, animation/video/photography media, graphics/renderings items, social media, speaker tools, and web content.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES – COST-REIMBURSEMENT
52.246-11	FEB 1999	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT <i>Insert: ISO 9001:2008 Quality management systems - Requirements or SAE AS9100C, Quality Management Systems –Requirements for Aviation, Space and Defense Organizations</i>

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	(AUG 1989)	STOP-WORK ORDER – ALTERNATE I (APR 1984)
52.247-34	(NOV 1991)	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

F.2 PLACE OF PERFORMANCE

The effort required under this contract shall be performed at the NASA Lyndon B. Johnson Space Center in Houston, Texas, which includes Ellington Field and the Sonny Carter Training Facility, the contractor's facilities, and at other locations as specified in Task Orders.

(End of clause)

F.3 PERIOD OF PERFORMANCE

The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/15.

(End of clause)

F.4 OPTION TO EXTEND

The Government may require the contractor to continue to perform services under this contract beyond the basic period of performance. The Contracting Officer may exercise this option by issuing a unilateral contract modification 30 days or more before the completion date set forth in Section F.3. The NTE value of \$49M applies to the basic and option periods. All work required under this contract, including submission of all reports, shall be completed on or before **September 30, 2015**. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

Option 1:

1. F.3, entitled "PERIOD OF PERFORMANCE," will be modified to state:

"The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/16."

2. I.6, entitled "ORDERING", will be modified to state:

"(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2016."

Option 2:

1. F.3, entitled "PERIOD OF PERFORMANCE," will be modified to state:

"The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/17."

2. I.6, entitled "ORDERING", will be modified to state:

"(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2017."

(End of clause)

F.5 SHIPPING INSTRUCTIONS

All documentation shall be shipped to the individuals specified in the respective Data Requirements List (DRL) and Data Requirements Descriptions (DRD) incorporated as attachments in Section J.

Parcel Post Shipments and Freight Shipments

Ship to: Transportation Officer
 Central Receiving, Building 420
 NASA Johnson Space Center
 2101 NASA Parkway
 Houston, TX 77058-3696

Mark for: Contracting Officer's Technical Representative: Rodney Young
Mark with: Purchase Request No: 4200414367
 Contract Number: NNJ13TA03B
 For reissue to: Program Planning and Control Office, Mail Code: GP

(End of clause)

F.6 PHASE-IN AND CLOSE-OUT

(a) Phase-In. The services provided by this contract are vital to the Government's overall effort, and continuity must be maintained at a consistently high level without disruption. The Contractor is expected to meet full performance requirements from the start date of the base contract period. The Phase-In period shall not exceed 31 calendar days prior to the start date of the base contract period. Office space will not be provided by the Government during the Phase-In period. The Contractor shall participate in a weekly meeting with the incumbent contractor(s) to discuss/identify problems or areas requiring attention during this Phase-In period. The Contractor shall accomplish Phase-In in accordance with DRD MPIC-PM-02, Phase-In Plan.

The total firm fixed price of Phase-In shall not exceed the price set forth in clause B.4 "Contract Value." Any costs incurred in excess of this amount shall be unallowable under this or any other Government contract.

(b) Close-Out. The contractor shall close-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and smooth phase-in. Close-Out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services, and DRD MPIC-PM-03, Close-out Plan.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.242-73	(NOV 2004)	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End of clause)

G.2 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

G.3 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MARCH 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
 Financial Management Division (FMD) – Accounts Payable
 Bldg 1111, C. Road
 Stennis Space Center, MS 39529
 Phone#: 1-877-677-2123
 Fax: 1-866-209-5415
 Email: NSSC-AccountsPayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for

payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[To be filled out by Offeror]

DCAA Office: Peninsula Branch Office, Central Region

Supervisory Auditor: Geary Auer

Address: 480 San Antonio Road, Suite 150

Mountain View, CA 94040

Phone#: (650) 917-5011

Fax: (650) 917-5050

Email: geary.auer@dcaa.mil

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 COTR

(vi) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NASA Shared Services Center (NSSC)

Financial Management Division (FMD) – Accounts Payable

Bldg. 1111, C. Road

Stennis Space Center, MS 39529

Phone#: 1-877-677-2123

Fax: 1-866-209-5415

Email: NSSC-AccountsPayable@nasa.gov

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.4 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	AL	2101 NASA PARKWAY, HOUSTON, TX 77058-3696
Patent Representative	AL	2101 NASA PARKWAY, HOUSTON, TX 77058-3696

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.5 RESERVED

G.6 1852.242-70 TECHNICAL DIRECTION (SEPTEMBER 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that:

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost,

the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**G.7 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JANUARY 2011) (ALT I)
(JANUARY 2011)**

(a) The Government property described in paragraph (c) of this clause may 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 unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

NASA Procedural Requirements (NPR) 4300.4, Use of Space Shuttle and Aerospace Vehicle Materials as Mementos;

NASA Procedural Requirements (NPR) 4310.1, Identification and Disposition of NASA Artifacts;

NASA Procedural Requirements (NPR) 4200.2, NASA Equipment Management Manual for Property;

JSC Procedural Requirements (JPR) 1281.7B, Control of Customer Property;

JSC Procedural Requirements (JPR) 1281.15, Identification, Handling, Storage, Packaging, Preservation, and Delivery;

JSC Work Instruction (JWI) 4200.1, Management of Controlled Equipment;

JSC Work Instruction (JWI) 4210-2, JSC Instructions for Control of Program Stock;

JSC Work Instruction (JWI) 4300.1, JSC Instructions for Excess and Disposal of Government Property;

JSC Work Instruction (JWI) 6050.1A, Procedures for Processing Shipments from JSC.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed 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 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 monthly basis, to the SEMO.
- (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 for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(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) of this clause 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.

(c) The following property and services are provided if checked:

- (1) Office space, work area space, and utilities. Government telephones and computers are available for official purposes only.

- (2) Office furniture.

- (3) Property listed below:

- Computer services, including printers, facsimile services, and other office equipment services, will be made available by the Government to MPIC personnel as necessary to perform the Statement of Work requirements.

- Computer services will be provided to onsite program management personnel. At least one network printer and facsimile machine will be made available onsite for use to the program management personnel.

- Copy machines are available for use by all MPIC personnel at all JSC facilities.

- (i) 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.

- (ii) 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.

- (4) Supplies from stores stock.

- (5) Publications and blank forms stocked by the installation.

- [x] (6) Safety and fire protection for Contractor personnel and facilities.

- [x] (7) Installation service facilities: none
- [x] (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

- [x] (9) Cafeteria privileges for Contractor employees during normal operating hours.

- [x] (10) Building maintenance for facilities occupied by Contractor personnel.

- [x] (11) On-site moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided off-site, as approved by the Contracting Officer.

(End of clause)

G.8 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JANUARY 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.9 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006) (JSC Procurement Instruction)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work

without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other center to be visited.

(End of clause)

G.10 52.242-92 IDENTIFICATION OF EMPLOYEES (OCT 2006) (JSC Procurement Instruction)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:30 am to 3:00 pm on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued

on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (Insert in paragraph (b): Johnson Space Center)

(End of clause)

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
- (b) The nature of this conflict is the Contractor may have access to another contractor's proprietary information, may be in a position to favor its own products and capabilities and may have an unfair competitive advantage.
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

H.3 1852.216-80 TASK ORDERING PROCEDURE (OCTOBER 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.4 1852.223-70 SAFETY AND HEALTH (APRIL 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In

addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of

paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence:
 - (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCTOBER 2012)

(a) The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. The objective of this clause is to extend this cross-waiver of liability to NASA contracts in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that this cross-waiver of liability be broadly construed to achieve this objective.

(b) As used in this clause, the term:

- (1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.
- (2) "Damage" means:
 - (i) Bodily injury to, or other impairment of health of, or death of, any person;
 - (ii) Damage to, loss of, or loss of use of any property;
 - (iii) Loss of revenue or profits; or
 - (iv) Other direct, indirect, or consequential Damage.
- (3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from

Earth, or returning to Earth which carries Payloads or persons, or both.

(4) "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(5) "Party" means a party to a NASA Space Act agreement involving activities in connection with the ISS and a party that is neither the prime contractor under this contract nor a subcontractor at any tier.

(6) "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.

(7) "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

(8) "Related Entity" means:

(i) A contractor or subcontractor of a Party or a Partner State at any tier;

(ii) A user or customer of a Party or a Partner State at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

(9) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The Contractor agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected

Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- (i) A Party as defined in (b)(5) of this clause;
- (ii) A Partner State other than the United States of America;
- (iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or
- (iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(2) In addition, the contractor shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier by requiring them, by contract or otherwise, to:

- (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
- (ii) Require that their subcontractors waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

- (i) Claims between the Government and its own contractors or between its own contractors and subcontractors;
- (ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- (iii) Claims for Damage caused by willful misconduct;
- (iv) Intellectual property claims;
- (v) Claims for Damage resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause;
- (vi) Claims by the Government arising out of or relating to the contractor's failure to perform its obligations under this contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter. 701 is applicable.

(End of clause)

H.6 1852.235-71 KEY PERSONNEL AND FACILITIES (MARCH 1989)

- a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting

any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- (b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

POSITION	NAME
Program Manager	Melba York
Lead for PP&C	(b) (4)
Lead for SE&I	
Lead for Program Integration	

H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE I (SEPTEMBER 1989)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

Any other day designated by Federal statute, Executive Order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not

preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of clause)

H.8 52.242-94 ADMINISTRATIVE LEAVE (SEP 2008) (JSC Procurement Instruction)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and
2. Contractor personnel dedicated to the contract effort who are
 - a) working off-site within 10 miles of JSC; and
 - b) unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.
2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

H.9 ASSOCIATE CONTRACTOR AGREEMENTS

(a) The success of the Multi-Purpose Crew Vehicle (MPCV) Program is dependent on the efforts of multiple contractors. The Multi-Purpose Crew Vehicle Integration Contract (MPIC) contractor is a key participant. The other contracts of the key participating contractors include, but are not limited to the following contracts or their successors:

- NASA Contract NNJ06TA25C, Project Orion, Crew Exploration Vehicle (CEV)
- NASA Contract NNJ12JB33B, Financial Business Management Services (FBMS)
- NASA Contract NNJ09JA02B, REDE Critique

Additional ACA's may be required as contracts are competed / re-competed or as new contractor relationships develop.

(b) In order to achieve efficient and effective implementation of JSC operations, the contractor shall, within 30 days of contract award, initiate work for the coordination and exchange of information with associated contractors. The information to be exchanged shall be that required by the contractors in the execution of their respective contract requirements.

(c) To ensure successful operation of JSC, the contractor shall establish ACAs to address coordination, cooperation, and communication. Each contractor shall establish the means for the exchange of such data and communication as needed.

(d) A copy of the ACA shall be provided to the Contracting Officer within 30-days after agreement is reached.

(End of clause)

H.10 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated August 13, 2012 and the final proposal revision dated December 12, 2012, are hereby incorporated by reference in this resulting contract.

(End of clause)

H.11 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC

Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; and JWI 8570.1, Energy Conservation.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

H.12

(b) (4)

(b) (4)

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JAN 2012	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	DEC 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	AUG 2012	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.210-1	APR 2011	MARKET RESEARCH
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS AND (ALT II) (OCT 1997); (ALT III) (OCT 1997) (c) Submit the cost portion of the proposal vi the following electronic media: CD-ROM
52.215-23	OCT 2009	LIMITATION ON PASS-THROUGH CHARGES
52.216-7	JUN 2011	ALLOWABLE COST AND PAYMENT (a)(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.
52.216-8	JUN 2011	FIXED FEE
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert paragraph (a)- The use of overtime is authorized under this contract if the overtime premium does not exceed zero)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS

52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) (MAY 2011); (ALT II) (MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR, AS MODIFIED BY NFS 1852.227-11
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL, AS MODIFIED BY NFS 1852.227-14
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES

52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT- (ALT II) (APR 1984)
52.244-2	OCT 2010	SUBCONTRACTS (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any subcontract valued at \$500,000 or more. (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [<i>Contracting Officer to fill in prior to award</i>].
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JUN 2003	PREFERENCE FOR U.S. FLAG AIR CARRIERS
52.248-1	OCT 2010	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the JSC Procurement Officer and shall not be binding until so approved.

(End of clause)

I.3 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION OCT 2010)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see [52.204-7](#)).

(2) At the first semi-annual update on or after April 15, 2011, the contractor shall post again any required information that the contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) *Public access to information in FAPIS.* (i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publically available.

(End of clause)

I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publically available. FAPIS consists of two segments—

- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
 - (i) Past performance reviews required by subpart [42.15](#);
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting

Officer (ACO) within 30 days.

- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.6 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2015.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$25,000,000;

- (2) Any order for a combination of items in excess of \$25,000,000; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract beyond 12 months after contract period of performance identified in ordering period identified in clause I.6 "Ordering".

(End of clause)

I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

I.10 52.217-9 OPTION TO EXTEND TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months.

(End of clause)

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:
<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.12 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I.13 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.14 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEPTEMBER 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of **TOP SECRET**. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-11.

(End of clause)

I.15 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JANUARY 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

- (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
 - (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
 - (3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.
 - (4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.
- (d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or

provisions of the ADL are waived.

- (f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

I.16 1852.215-84 OMBUDSMAN (NOVEMBER 2011) (ALT I) (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.17 1852.219-76 NASA 8 PERCENT GOAL (JULY 1997)

- (a) Definitions.

Historically Black Colleges or University, as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of

higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.
- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.18 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEBRUARY 2012)

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.19 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
 - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any

necessary corrective actions.

- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I. 20 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)		
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Geraldine B. Mason, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Anna Carter, Mail Code BT 2101 NASA Parkway Houston, TX 77058		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SEE ITEM 16c) 02/11/2013	
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 ACKNOWLEDGMENT 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)
4200470030: \$91,387; 4200470297: \$405,000; 4200470494: \$107,200 Net Increase: \$603,587.00

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:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds Clause – FAR 52.232-22

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 increase contract funding from \$100,000.00 to \$703,587.00; a net increase of \$603,587.00.
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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)	3-27-13

I. Section B, B.6 "CONTRACT FUNDING" IS CHANGED TO READ AS FOLLOWS:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through May 8, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$100,000.00	\$603,587.00	\$703,587.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Jennifer Ariens, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Anna Carter, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013
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 ACKNOWLEDGMENT 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.
X	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 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 administrative modification is update clause H.6 Key Personnel and Facilities (March 1989).
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) Geraldine B. Mason, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	4-18-13

H.6 1852.235-71 KEY PERSONNEL AND FACILITIES (MARCH 1989)

- a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

POSITION	NAME
Program Manager	Melba York
Lead for PP&C	(b) (4)
Lead for SE&I	(b) (4)
Lead for Program Integration	(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	2
2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">5</p>		3. EFFECTIVE DATE <p style="text-align: center;">See Block 16C</p>		4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">See Block 12</p>	
5. PROJECT NO. <i>(If applicable)</i>					
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Geraldine B. Mason, Mail Code BT 2101 NASA Parkway Houston, TX 77058		CODE <p style="text-align: center;">JSC</p>		7. ADMINISTERED BY <i>(If other than Item 6)</i> NASA Lyndon B. Johnson Space Center Attn: Jennifer Ariens, Mail Code BT 2101 NASA Parkway Houston, TX 77058	
		CODE <p style="text-align: center;">JSC</p>			
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State, and Zip Code)</i> ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED <i>(SEE ITEM 11)</i>	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED <i>(SEE ITEM 16c)</i> 02/11/2013	
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 ACKNOWLEDGMENT 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)*
 4200476640: \$1,191,000; 4200476654: \$182,300 Net Increase: \$1,373,300

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: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i> Limitation of Funds Clause – FAR 52.232-22

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 increase contract funding from \$1,715,959 to \$3,089,259; a net increase of \$1,373,300.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Geraldine B. Mason</u> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <u>5-22-13</u>
<i>(Signature of person authorized to sign)</i>			

I. Section B, B.6 "CONTRACT FUNDING" IS CHANGED TO READ AS FOLLOWS:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through September 14, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 5</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$1,715,959.00	\$1,373,300.00	\$3,089,259.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 4		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
NASA Lyndon B. Johnson Space Center Attn: Geraldine B. Mason, Mail Code BT 2101 NASA Parkway Houston, TX 77058		JSC		NASA Lyndon B. Johnson Space Center Attn: Jennifer Ariens, Mail Code BT 2101 NASA Parkway Houston, TX 77058	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			X NNJ13TA03B		
CODE			10B. DATED (SEE ITEM 16c)		
FACILITY CODE			02/11/2013		

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 ACKNOWLEDGMENT 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)
 4200473106: \$607,372; 4200474352: \$405,000 Net Increase: \$1,012,372

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:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds Clause – FAR 52.232-22

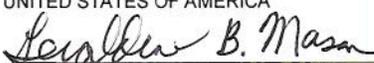
E. IMPORTANT: Contractor is not, is required to sign this document and return ____ copies to the issuing office.

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

The purpose of this modification is to increase contract funding from \$703,587 to \$1,715,959; a net increase of \$1,012,372.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	5/8/13

I. Section B, B.6 "CONTRACT FUNDING" IS CHANGED TO READ AS FOLLOWS:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through July 3, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod4</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$703,587.00	\$1,012,372.00	\$1,715,959.00

B.4 CONTRACT VALUE

The total contract value is determined as follows.

	Contract Value
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$3,219,509.00

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Geraldine B. Mason, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Jennifer Ariens, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SECE ITEM16c) 02/11/2013	
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 ACKNOWLEDGMENT 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)
4200477232

Net Increase: \$73,000

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) X Limitation of Funds Clause – FAR 52.232-22

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 increase contract funding from \$3,089,259 to \$3,162,259; a net increase of \$73,000.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 5-31-13

I. Section B, B.6 "CONTRACT FUNDING" IS CHANGED TO READ AS FOLLOWS:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through September 17, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 6</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$3,089,259.00	\$73,000.00	\$3,162,259.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
		4200479760	1 2

2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200479760	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Jennifer Ariens, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center Attn: Jennifer Ariens, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE JSC
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013
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 ACKNOWLEDGMENT 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)

Net Increase: \$45,653

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:
X	D. OTHER (Specify type of modification and authority) Limitation of Funds Clause – FAR 52.232-22

E. IMPORTANT: Contractor is required to sign this document and return 2 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: 1) increase contract funding from \$3,162,259 to \$3,207,912; a net increase of \$45,653 and; 2) to update Clause B.4.

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) Marcy M. Linebarger, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Karen D. Kelldorf, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Marcy M. Linebarger</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/19/2013
16B. UNITED STATES OF AMERICA <i>Karen D. Kelldorf</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6-19-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through September 30, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 7</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$3,162,259.00	\$45,653.00	\$3,207,912.00

Due to revisions in task orders, the contract values are updated as follows:
Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

B.4 CONTRACT VALUE

The total contract value is determined as follows.

	Contract Value
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$3,227,162.00

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200480825, 4200483311	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236	

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 ACKNOWLEDGMENT 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)

Net Increase: \$113,940

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$3,207,912 to \$3,321,852; a net increase of \$113,940.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7-18-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 3, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 8</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$3,207,912.00	\$113,940.00	\$3,321,852.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 9	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200486758, 4200485994	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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)

Net Increase: \$247,047

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

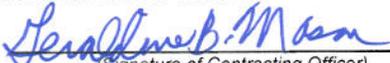
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to increase contract funding from \$3,321,852 to \$3,568,899; a net increase of \$247,047.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 <i>(Signature of person authorized to sign)</i>		BY  <i>(Signature of Contracting Officer)</i>	8-14-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 16, 2013.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 9</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$3,321,852.00	\$247,047.00	\$3,568,899.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200489634	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SECE ITEM16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236				

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 ACKNOWLEDGMENT 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)

Net Increase: \$115,029

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$3,568,899 to \$3,683,928; a net increase of \$115,029.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8/30/13
(Signature of person authorized to sign)			

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 14, 2013.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$3,568,899	\$115,029	\$3,683,928

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01		PAGE OF PAGES 1 / 2	
			2. AMENDMENT/MODIFICATION NO. 11		3. EFFECTIVE DATE See Block 16C	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
			CODE 100141		FACILITY CODE 04236	
			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 ACKNOWLEDGMENT 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)

Net Increase: \$205,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$3,683,928 to \$3,888,928; a net increase of \$205,000.

See Page 2 for details of the modification.

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)	
		Karen D. Kelldorf, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	9-6-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 28, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$3,683,928	\$205,000	\$3,888,928

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2	
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SEE ITEM 16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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)

Net Increase: \$1,245,375

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$3,888,928 to \$5,134,303; a net increase of \$1,245,375.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		BY  <i>(Signature of Contracting Officer)</i>	9-18-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through December 23, 2013.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$3,888,928	\$1,245,375	\$5,134,303

Purchase Request Recapitulation:

PR #	Amount
4200490186	\$1,021,658
4200491711	\$190,000
4200490962	\$33,717
Total	\$1,245,375

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SEE ITEM 16c) 02/11/2013	
CODE 100141		FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the issuance of task orders and revisions.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	9-20-13

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$11,152,611

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236	

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 ACKNOWLEDGMENT 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)

Net Increase: \$158,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$5,134,303 to \$5,292,303; a net increase of \$158,000.

See Page 2 for details of the modification.

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) Karen D. Keldorf, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 11-12-13
(Signature of person authorized to sign)	(Signature of Contracting Officer)

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through December 31, 2013.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$5,134,303	\$158,000	\$5,292,303

Purchase Request Recapitulation:

PR #	Amount
4200492372	\$6,000
4200494132	\$152,000
Total	\$158,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01		PAGE OF PAGES 1 2					
		2. AMENDMENT/MODIFICATION NO. 15		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		CODE JSC		7. ADMINISTERED BY (If other than Item 6) CODE					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058				<input checked="" type="checkbox"/> (x)		9A. AMENDMENT OF SOLICITATION NO.			
						9B. DATED (SEE ITEM 11)			
						10A. MODIFICATION OF CONTRACT/ORDER NO. X NNJ13TA03B			
						10B. DATED (SEE ITEM 11c) 02/11/2013			
CODE 100141		FACILITY CODE 04236							

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 ACKNOWLEDGMENT 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)

Net Increase: \$2,236,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

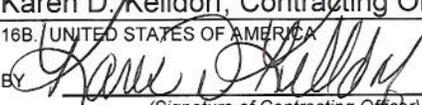
E. IMPORTANT: Contractor is not, is required to sign this document and return ____ copies to the issuing office.

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

The purpose of this modification is to increase contract funding from \$5,292,303 to \$7,528,303; a net increase of \$2,236,000.

See Page 2 for details of the modification.

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) Karen D. Kelldorf, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-22-13
<hr/> <i>(Signature of person authorized to sign)</i>			

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through April 15, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$5,292,303	\$2,236,000	\$7,528,303

Purchase Request Recapitulation:

PR #	Amount
4200496584	\$2,236,000
Total	\$2,236,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2	
2. AMENDMENT/MODIFICATION NO. 16		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013		
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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)

Net decrease: (\$63,048)

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$7,528,303 to \$7,465,255; a net decrease of \$63,048.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		BY <u><i>Geraldine B. Mason</i></u> <i>(Signature of Contracting Officer)</i>	12-3-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through April 15, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$7,528,303	(\$63,048)	\$7,465,255

Purchase Request Recapitulation:

PR #	Amount
4200476654	(\$63,048)
Total	(\$63,048)

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		<input checked="" type="checkbox"/> (x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/> (x)	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SEE ITEM 16c) 02/11/2013
CODE 100141	FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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)

Net increase: \$123,000

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:
<input checked="" type="checkbox"/> (x)	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

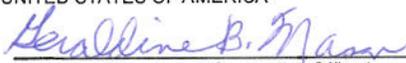
E. IMPORTANT: Contractor is not, is required to sign this document and return ____ copies to the issuing office.

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

The purpose of this modification is to increase contract funding from \$7,465,255 to \$7,588,255; a net increase of \$123,000.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	12-16-13

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through April 21, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$7,465,255	\$123,000	\$7,588,255

Purchase Request Recapitulation:

PR #	Amount
4200498027	\$60,000
4200498429	\$63,000
Total	\$123,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141 FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the issuance of task orders and revisions.

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)
	Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <i>Geraldine B. Mason</i> <i>(Signature of Contracting Officer)</i>	12-7-13

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$11,343,053

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013

CODE 100141	FACILITY CODE 04236
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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 ACKNOWLEDGMENT 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)

Net Decrease: **-\$33,717**

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$7,588,255 to \$7,554,538; a net decrease of \$33,717.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
_____ (Signature of person authorized to sign)	BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)
	1-7-14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through April 21, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$7,588,255	(\$33,717)	\$7,554,538

Purchase Request Recapitulation:

PR #	Deobligation Amount
4200490962	(\$33,717)
Total	(\$33,717)

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01		PAGE OF PAGES 1 2							
		2. AMENDMENT/MODIFICATION NO. 20		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.		5. PROJECT NO. (If applicable)			
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058			CODE JSC			7. ADMINISTERED BY (If other than Item 6)			CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058						(x)			9A. AMENDMENT OF SOLICITATION NO.		
									9B. DATED (SEE ITEM 11)		
						X			10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B		
									10B. DATED (SECE ITEM16c) 02/11/2013		
CODE 100141		FACILITY CODE 04236									

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 ACKNOWLEDGMENT 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)

Net Increase: \$10,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$7,554,538 to \$7,564,538; a net increase of \$10,000.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)	16C. DATE SIGNED 1-23-14
(Signature of person authorized to sign)			

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through April 21, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 20</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$7,554,538	\$10,000	\$7,564,538

Purchase Request Recapitulation:

PR #	Obligation Amount
4200495148	\$10,000
Total	\$10,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 21		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141 FACILITY CODE 04236				10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)

Net Increase: \$1,765,992

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$7,564,538 to \$9,330,530; a net increase of \$1,765,992.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/29/14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through July 2, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$7,564,538	\$1,765,992	\$9,330,530

Purchase Request Recapitulation:

PR #	Obligation Amount
4200503936	\$1,519,000
4200502081	\$246,992
Total	\$1,765,992

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	

2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	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) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013

CODE 100141	FACILITY CODE 04236
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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 ACKNOWLEDGMENT 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) **Net Increase: \$591,000**

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:
x	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$9,330,530 to \$9,921,530; a net increase of \$591,000.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Geraldine B. Mason</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 3-17-14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through July 25, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 22</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$9,330,530	\$591,000	\$9,921,530

Purchase Request Recapitulation:

PR #	Obligation Amount
4200505238	\$441,000
4200507343	\$150,000
Total	\$591,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01		PAGE OF PAGES 1 2	
		2. AMENDMENT/MODIFICATION NO. 23		3. EFFECTIVE DATE See Block 16C	
4. REQUISITION/PURCHASE REQ. NO. See Page 2.		5. PROJECT NO. (If applicable)			
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058				9B. DATED (SEE ITEM 11)	
CODE 100141 FACILITY CODE 04236		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)

Net Increase: \$147,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$9,921,530 to \$10,068,530; a net increase of \$147,000.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3-19-14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through August 6, 2014.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 23</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$9,921,530	\$147,000	\$10,068,530

Purchase Request Recapitulation:

PR #	Obligation Amount
4200507590	\$147,000
Total	\$147,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SEE ITEM 16c) 02/11/2013
CODE 100141	FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the issuance of task orders and revisions.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	
BY <u>Geraldine B. Mason</u> (Signature of person authorized to sign)	16C. DATE SIGNED 3-31-14 (Signature of Contracting Officer)

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase -in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$11,374,647

All other terms and conditions of the contract remain unchanged and in full force and effect.

**I.21 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS
(JAN 2014)**

(a) Definitions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR Subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SECE ITEM16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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)

Net Decrease: **-\$98,693.93**

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$10,068,530.00 to \$9,969,826.07; a net decrease of \$98,693.93.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)	4-16-14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through August 6, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$10,068,520.00	(\$98,693.93)	\$9,969,826.07

Purchase Request Recapitulation:

PR #	Deobligation Amount
4200965584	(-\$79,397.93)
4200494132	(-\$19,296.00)
Total	(-\$98,693.93)

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	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) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM 16c) 02/11/2013

CODE 100141	FACILITY CODE 04236
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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 ACKNOWLEDGMENT 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)

Net Increase: \$214,410

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$9,969,826.07 to \$10,184,236.07; a net increase of \$214,410.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer) 4-17-14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through August 12, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 27</i>	<i>To</i>
Cost	(b) (4)		
Fee			
Total	\$9,969,826.07	\$214,410.00	\$10,184,236.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200510464	\$180,780.00
4200510900	\$33,630.00
Total	\$214,410.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
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2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141 FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the reduction in Task Order 10 by \$79,347; the total contract value is changed from \$11,374,647 to \$11,295,300, a reduction of \$79,347.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4-29-14

FROM:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

Contract Value	
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	[REDACTED]
IDIQ Fixed Fee	[REDACTED]
IDIQ Cost and Fee	[REDACTED]
TOTAL CONTRACT VALUE	\$11,374,647

TO:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

Contract Value	
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	[REDACTED]
IDIQ Fixed Fee	[REDACTED]
IDIQ Cost and Fee	[REDACTED]
TOTAL CONTRACT VALUE	\$11,295,300

Change in total contract value recapitulation:

	(b) (4)		
Est IDIQ Cost	[REDACTED]		
IDIQ Fixed Fee	[REDACTED]		
IDIQ Cost & Fee	[REDACTED]		
TOTAL CONTRACT VALUE	\$11,374,647.00	(\$79,347.00)	\$11,295,300.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 29		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		CODE JSC	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SEE ITEM 16c) 02/11/2013
CODE 100141	FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the addition in Task Order 10, Revision 4, by \$28,967; the total contract value is changed from \$11,295,300 to \$11,324,267, an increase of \$28,967.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	<i>5-30-14</i>

FROM:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	

TO:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	

Change in total contract value recapitulation:

	<i>From</i>	<i>Increase</i>	<i>To</i>	
Est IDIQ Cost	(b) (4)			
IDIQ Fixed Fee				
IDIQ Cost & Fee				
TOTAL CONTRACT VALUE		\$11,295,300.00	\$28,967	\$11,324,267.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2	
2. AMENDMENT/MODIFICATION NO. 30		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State, and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141		FACILITY CODE 04236		10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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 his amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$180,967

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$10,184,246.07 to \$10,365,213.07; a net increase of \$180,967.00.

See Page 2 for details of the modification.

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)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		Shine Lin, Contracting Officer BY SHINE LIN _____ (Signature of Contracting Officer)	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through August 19, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 30</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$10,184,246.07	\$180,967.00	\$10,365,213.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200514634	\$18,000
4200515538	\$28,967
4200515371	<u>\$134,000</u>
Total	\$180,967

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	

2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	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) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013

CODE 100141	FACILITY CODE 04236
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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 ACKNOWLEDGMENT 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)

Net Increase: \$53,000

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:
x	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$10,365,213.07 to \$10,418,213.07; a net increase of \$53,000.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 6-18-14
(Signature of person authorized to sign)	BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through August 19, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 31</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$10,365,213.07	\$53,000.00	\$10,418,213.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200517826	\$53,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 32	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	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) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013

CODE 100141	FACILITY CODE 04236
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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 ACKNOWLEDGMENT 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) Net Increase: \$1,406,270

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$10,418,213.07 to 11,824,483.07; a net increase of \$1,406,270.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 7-2-14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 17, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	(b) (4)		
Cost			
Fee			
Total	\$10,418,213.07	\$1,406,270.00	\$11,824,483.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200519514	\$1,406,270

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
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2. AMENDMENT/MODIFICATION NO. 33	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SEE ITEM 16c) 02/11/2013
CODE 100141	FACILITY CODE 04236	

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the addition in Task Order 10, Revisions 5 and 6, and Task Order 11, Revisions 8 and 9, by \$139,063; the total contract value is changed from \$11,324,267 to \$11,463,330, an increase of \$139,063.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	
BY <u><i>Geraldine B. Mason</i></u> (Signature of Contracting Officer)	
16C. DATE SIGNED 7-22-14	

FROM:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

Contract Value

Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$11,324,267

TO:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

Contract Value

Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$11,463,330

Change in total contract value recapitulation:

	<i>From</i>	<i>Increase</i>	<i>To</i>
Est IDIQ Cost	(b) (4)		
IDIQ Fixed Fee			
IDIQ Cost & Fee			
TOTAL CONTRACT VALUE	\$11,324,267.00	\$139,063.00	\$11,463,330.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 34		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141 FACILITY CODE 04236				10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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 his amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$47,937.00

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$11,824,483.07 to \$11,872,420.07; a net increase of \$47,937.00.

See Page 2 for details of the modification.

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)	
		Shine Lin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY SHINE LIN _____ (Signature of Contracting Officer)	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **October 18, 2014.**

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 34</i>	<i>To</i>
Cost	(b) (4)	(b) (4)	(b) (4)
Fee	(b) (4)	(b) (4)	(b) (4)
Total	\$11,824,483.07	\$47,937.00	\$11,872,420.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200521529	\$47,937

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SEE ITEM 16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 revise Clause G.3, **SUBMISSION OF VOUCHERS FOR PAYMENT**, to direct contractors to submit all interim vouchers via the Department of Defense (DOD) Wide Area Work Flow (WAWF) system.

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) Melba M York, MPIC PM		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Melba M York</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/5/14	16B. UNITED STATES OF AMERICA BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8-4-14

I. Clause **G.3, SUBMISSION OF VOUCHERS FOR PAYMENT**, is hereby deleted in its entirety and revised clause G.3 shown below is substituted in lieu thereof:

G.3 SUBMISSION OF VOUCHRS FOR PAYMENT (JSC Procurement Instruction) (MAY 2014)

- (a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the Department of Defense (DoD) Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by the Defense Contract Audit Agency based upon a risk-based review process.
- (1) To access the DoD WAWF system, the Contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DoD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
- (2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>
For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. For additional questions, contact the NSSC Customer Contact Center at 1-877-677-2123.
- (3) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all required back-up documentation to support each payment request.
- (b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using a Standard Form (SF) 1034 and submitted electronically to the following address for payment:
- E-mail address: NSSC-AccountsPayable@nasa.gov
- Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax Number: 1-866-209-5415
- (c) For both cost and fee voucher submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer outside of WAWF. The Contracting Officer may designate other recipients as required.
- (d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 36		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141 FACILITY CODE 04236				10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)

Net Decrease: \$43,400

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$11,872,420.07 to \$11,829,020.07; a net decrease of \$43,400.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: cn=G, o=NASA, ou=NASA, ou=ITV 9 9 2342 19200300 100 1 1-gmason cn=GERALDINE MASON Date: 2014.08.07 13:39:43 -05'00'</small> (Signature of Contracting Officer)	16C. DATE SIGNED August 7, 2014

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **October 18, 2014.**

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 36</i>	<i>To</i>
Cost	(b) (4)	(b) (4)	(b) (4)
Fee	(b) (4)	(b) (4)	(b) (4)
Total	\$11,872,420.07	(\$43,400.00)	\$11,829,020.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200490186	-\$43,400.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE	JSC	7. ADMINISTERED BY (If other than Item 6)	CODE	
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013

CODE 100141	FACILITY CODE 04236
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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 ACKNOWLEDGMENT 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)

Net Increase: \$44,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$11,829,020.07 to \$11,873,020.07; a net increase of \$44,000.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 8/21/14

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 19, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 37</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$11,829,020.07	\$44,000.00	\$11,873,020.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200522279	\$18,000.00
4200526299	\$26,000.00
Total	\$44,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 38	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SEE ITEM 16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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)

Net Increase: \$139,500

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$11,873,020.07 to \$12,012,520.07 a net increase of \$139,500.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Geraldine B. Mason</u> (Signature of Contracting Officer)	16C. DATE SIGNED 9/9/2014

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through October 23, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 38</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$11,873,020.07	\$139,500.00	\$12,012,520.07

Purchase Request Recapitulation:

PR #	Obligation Amount
4200528151	\$139,500.00
Total	\$139,500.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 39		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No , street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141 FACILITY CODE 04236				10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)

Net Increase: \$783,955.12

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$12,012,520.07 to \$12,796,475.19; a net increase of \$783,955.12.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON (Signature of Contracting Officer)	16C. DATE SIGNED

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **December 2, 2014.**

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 39</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$12,012,520.07	\$783,955.12	\$12,796,475.19

Purchase Request Recapitulation:

PR #	Obligation Amount
4200528161	\$35,455.12
4200528576	\$419,000.00
4200528805	\$329,500.00
Total	\$783,955.12

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 40	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SECE ITEM16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			
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 <input type="checkbox"/> 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 ACKNOWLEDGMENT 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.			
X	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) UPDATE CLAUSE B.4			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor X is not, <input type="checkbox"/> 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 revise Section **J-2, JSC DATA REQUIREMENTS LIST (DRL)**, revising all contract deliverables to be submitted electronically.

See Page 2 - 4.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: c=US, o=NASA, ou=NASA, ou=F.V. 2014.02.10 16:49:45 -0500</small>	9/30/2014
		(Signature of Contracting Officer)	

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)
Based on JSC-STD-123

Page 1 of 4

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract			b. Contract/RFP No. NNJ13TA03B		c. DRL Date/Mod Date October 1, 2014	
1. Line item no. MPIC-PM-01	2. DRD Title Management and Staffing Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency UR	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
8. Distribution (Continue on a blank sheet if needed) GP/COR BT/Contracting Officer		9. Remarks 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				
1. Line item no. MPIC-PM-02	2. DRD Title Phase-In Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
8. Distribution (Continue on a blank sheet if needed) GP/COR BT/Contracting Officer		9. Remarks 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				
1. Line item no. MPIC-PM-03	2. DRD Title Closeout Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency UR	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Other 2
8. Distribution (Continue on a blank sheet if needed) GP/COR BT/Contracting Officer		9. Remarks 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				
1. Line item no. MPIC-PM-04	2. DRD Title Total Compensation Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
8. Distribution (Continue on a blank sheet if needed) BT/Contracting Officer BB/Contractor Industrial Relations Officer		9. Remarks 4. Update 3 years following contract award or upon any major changes to the Total Compensation Plan 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract			b. Contract/RFP No. NNJ13TA03B		c. DRL Date/Mod Date October 1, 2014	
1. Line item no. MPIC-PM-05	2. DRD Title Organizational Conflict of Interest Avoidance	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer GA/COR		9. Remarks 6. Draft submitted with proposal, final submitted 45 days after contract start. 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				
1. Line item no. MPIC-BM-01	2. DRD Title NF 533 Cost Reporting	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 3
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer LZ/MPCV Resources Management Office (RMO) Analyst LZ/MPCV RMO Cost Accountant		9. Remarks 4. Not later than 10 working days following the close of the contractor's monthly accounting period. 6. 40 days after contract start 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 2				
1. Line item no. MPIC-BM-02	2. DRD Title Workforce Reports	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input checked="" type="checkbox"/> (3) Submitted upon request	4. Frequency SA	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 3
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer LZ/MPCV Resources Management Office (RMO) Analyst LZ/MPCV RMO Cost Accountant		9. Remarks 6. Not later than 180 days following contract start 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 2				
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b.
8. Distribution (<i>Continue on a blank sheet if needed</i>)		9. Remarks				

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract			b. Contract/RFP No. NNJ13TA03B		c. DRL Date/Mod Date October 1, 2014		
1. Line item no. MPIC-SA-01	2. DRD Title Safety and Health Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency OT	5. As-of-date	6. 1 st subm. date With Proposal	7. Copies a. Type b. Other 2	
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer NS/Safety and Test Operations Division			9. Remarks 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				
1. Line item no. MPIC-SA-02	2. DRD Title Safety & Health Self-Evaluation	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 2	
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer NT/Safety and Test Operations Division			9. Remarks 6. Due on September 30 th following contract start 7a. Electronic Copy 7b. 1 7a. Electronic Copy 7b. 1				
1. Line item no. MPIC-PC-01	2. DRD Title Planning Data Set	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 1	
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR			9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic delivery into Planning Data Set via MPCV Data Management 7b. 1				
1. Line item no. MPIC-PC-02	2. DRD Title Performance Data Set	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 1	
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR			9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic delivery into Planning Data Set via MPCV Data Management 7b. 1				

JSC DATA REQUIREMENTS LIST (DRL)

(See reverse for instructions)
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc. Multi-Purpose Crew Vehicle Integration Contract			b. Contract/RFP No. NNJ13TA03B		c. DRL Date/Mod Date October 1, 2014	
1. Line item no. MPIC-PC-03	2. DRD Title Performance Measures	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 1
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR			9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic into Performance Data Set 7b. 1			
1. Line item no. MPIC-PC-04	2. DRD Title Integrated Analysis	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 1
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR			9. Remarks 4. Multiple: See DRD 6. 30 days following contract Phase-In 7a. Electronic into Planning Data Set 7b. 1			
1. Line item no. MPIC-PC-05	2. DRD Title Professional Services	3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO	5. As-of-date	6. 1 st subm. date See Block 9	7. Copies a. Type b. Other 1
8. Distribution (<i>Continue on a blank sheet if needed</i>) BT/Contracting Officer GA/NRO: See DRD Item 9. OPR			9. Remarks 4. Multiple: See DRD 6. 90 days following contract Phase In 7a. Electronic Copy 7b. 1			
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b.
8. Distribution (<i>Continue on a blank sheet if needed</i>)			9. Remarks			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01		PAGE OF PAGES 1 2	
		2. AMENDMENT/MODIFICATION NO. 41		3. EFFECTIVE DATE See Block 16C	
4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)			
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 100141 FACILITY CODE 04236				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SECE ITEM 16c) 02/11/2013	

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the addition in FY 14 Task Order 11, Revision 10 (\$22,137) and FY 15 Task Orders (\$8,269,309); the total contract value is changed from \$11,463,330 to \$19,754,775, an increase of \$8,291,445.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA GERALDINE BY <u> MASON </u> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

Digitally signed by GERALDINE MASON
DN: c US o U.S. Government ou NASA
ou PIV 0923421920030010011 gmason
cn GERALDINE MASON
Date: 2014.11.11 15:05:00 -0500

FROM:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

Contract Value	
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$11,463,330

TO:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

Contract Value	
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$19,754,775

Change in total contract value recapitulation:

	<i>From</i>	<i>Increase</i>	<i>To</i>
Est IDIQ Cost	(b) (4)		
IDIQ Fixed Fee			
IDIQ Cost & Fee			
TOTAL CONTRACT VALUE	\$11,463,330	\$8,291,445	\$19,754,775

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2	
2. AMENDMENT/MODIFICATION NO. 42	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236	

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 ACKNOWLEDGMENT 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)

Net Increase: \$3,225,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$12,796,475.19 to \$16,021,475.19; a net increase of \$3,225,000.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: cn=US Government ou=NASA ou=PIV o=9.2342.19200300.100.1.1-nmason cn=GERALDINE MASON Date: 2014.10.22 12:29:44 -05'00'</small>	16C. DATE SIGNED <i>(Signature of Contracting Officer)</i>

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) [REDACTED]. This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **April 16, 2015.**

(b) An additional amount of (b) (4) [REDACTED] is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 42</i>	<i>To</i>
Cost	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Fee	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Total	\$12,796,475.19	\$3,225,000.00	\$16,021,475.19

Purchase Request Recapitulation:

PR #	Obligation Amount
4200531592	\$1,950,000
4200531909	\$1,275,000
Total	\$3,225,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2	
2. AMENDMENT/MODIFICATION NO. 43		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) JSC		5. PROJECT NO. (If applicable)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SEE ITEM 16c) 02/11/2013
CODE 100141	FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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)

Net Increase: \$248,038

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$16,021,475.19 to \$16,269,513.19; a net increase of \$248,038.

See Page 2 for details of the modification.

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) Laura G. Pepper, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA LAURA PEPPER <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <small>Digitally signed by LAURA PEPPER DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, cn=LAURA PEPPER, 0.9.2342.1.1.200300.100.1.1=lpepper Date: 2014.11.10 14:49:50 -06'00'</small>

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) [REDACTED]. This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **May 1, 2015**.

(b) An additional amount of (b) (4) [REDACTED] is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 43</i>	<i>To</i>
Cost	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Fee	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Total	\$16,021,475.19	\$248,038.00	\$16,269,513.19

Purchase Request Recapitulation:

PR #	Obligation Amount
4200533250	\$248,038
Total	\$248,038

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 44	3. EFFECTIVE DATE 11/24/2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SECE ITEM 16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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.
X	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) UPDATE CLAUSE B.4
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 clause B.4 "CONTRACT VALUE" to reflect the addition in FY 15 Task Order 01, Revision 1; the total contract value is changed from \$19,754,775 to \$19,934,525, an increase of \$179,750.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>GERALDINE MASON</u> (Signature of Contracting Officer)	16C. DATE SIGNED 11-24-2014

FROM:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	[Redacted]
IDIQ Fixed Fee	[Redacted]
IDIQ Cost and Fee	[Redacted]
TOTAL CONTRACT VALUE	\$19,754,775

TO:

Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

The total contract value is determined as follows:

	Contract Value
Phase –in Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	[Redacted]
IDIQ Fixed Fee	[Redacted]
IDIQ Cost and Fee	[Redacted]
TOTAL CONTRACT VALUE	\$19,934,525

Change in total contract value recapitulation:

	<i>From</i>	<i>Increase</i>	<i>To</i>
Est IDIQ Cost	(b) (4)	[Redacted]	[Redacted]
IDIQ Fixed Fee	[Redacted]	[Redacted]	[Redacted]
IDIQ Cost & Fee	[Redacted]	[Redacted]	[Redacted]
TOTAL CONTRACT VALUE	\$19,754,775	\$179,750	\$19,934,525

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 45	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CODE 100141 FACILITY CODE 04236	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013

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 ACKNOWLEDGMENT 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)

Net Increase: \$34,029

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$16,269,513.19 to \$16,303,542.19; a net increase of \$34,029.00.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: cn=+45, o=+45 Government ou=NASA ou=PV 162342702655010113=signature+G+GERALDINE MASON Date: 2014.11.24 15:49:09 -0500</small>	11-24-2014
		_____ (Signature of Contracting Officer)	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through May 1, 2015.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 45</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$16,269,513.19	\$34,029.00	\$16,303,542.19

Purchase Request Recapitulation:

PR #	Obligation Amount
4200534179	\$34,029
Total	\$34,029

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
		01		1	2
2. AMENDMENT/MODIFICATION NO. 46		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
CODE		JSC		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SECE ITEM16c) 02/11/2013
CODE	100141	FACILITY CODE	04236

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 ACKNOWLEDGMENT 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)

Net Increase: \$64,000

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$16,303,542.19 to 16,367,542.19; a net increase of \$64,000.00.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: cn=Geraldine Mason, o=NASA, ou=PW, c=US, email=geraldine.mason@nasa.gov</small> _____ (Signature of Contracting Officer)	1-20-2015

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through May 3, 2015.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 46</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$16,303,542.19	\$64,000.00	\$16,367,542.19

Purchase Request Recapitulation:

PR #	Obligation Amount
4200538697	\$64,000
Total	\$64,000

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 47	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	<input checked="" type="checkbox"/> (x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141 FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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)

Net Increase: \$1,857,543.84

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$16,367,542.19 to \$18,225,086.03; a net increase of \$1,857,543.84.

See Page 2 for details of the modification.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON, DN: cn = GERALDINE MASON, o = NASA, ou = NASA, email = GERALDINE.MASON@NASA.GOV, c = US</small> (Signature of Contracting Officer)	2/10/2015

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) [REDACTED]. This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **August 3, 2015.**

(b) An additional amount of (b) (4) [REDACTED] is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 47</i>	<i>To</i>
Cost	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Fee	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Total	\$16,367,542.19	\$1,857,543.84	\$18,225,086.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200539326	\$521,616.84
4200541394	\$1,335,927.00
Total	\$1,857,543.84

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 48	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SECE ITEM16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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)

Net Increase: \$245,000.00

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$18,225,086.03 to \$18,470,086.03; a net increase of \$245,000.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: c=US, o=U.S. Government, ou=NASA, ou=PV 0.9.2342.19200300.100.1.1-igmason cn=GERALDINE MASON Date: 2015.02.18 16:32:13 -0600</small>	16C. DATE SIGNED 02/18/2015 <i>(Signature of Contracting Officer)</i>

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **August 11, 2015.**

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 48</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$18,225,086.03	\$245,000.00	\$18,470,086.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200542319	\$245,000.00
Total	\$245,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 49		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Jennifer Ariens 2101 NASA Parkway Houston, TX 77058		CODE JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SECE ITEM16c) 02/11/2013	
CODE	100141	FACILITY CODE	04236		

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 ACKNOWLEDGMENT 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)

Net Decrease: \$239,000.00

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$18,470,086.03 to \$18,231,086.03; a net decrease of \$239,000.00.

See Page 2 for details of the modification.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON (Signature of Contracting Officer)	16C. DATE SIGNED 03/12/2015

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **August 5, 2015.**

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 49</i>	<i>To</i>
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$18,470,086.03	(\$239,000.00)	\$18,231,086.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200541394	-\$110,000.00
4200531592	-\$129,000.00
Total	-\$239,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
		01		1 1	
2. AMENDMENT/MODIFICATION NO. 50		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Ethan Miller 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236		

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 ACKNOWLEDGMENT 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.
x	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 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 administrative modification is to change the Contract Specialist from Jennifer Ariens to Ethan Miller.

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY GERALDINE MASON <small>D:\gta\lrs\gnd by GERALDINE MASON 02/05/2015 04:55 Government co-NASA co-IVY 0 9 2342 19200300 1001 1-gmason co-GERALDINE MASON 02/05/2015 04:55 02</small>	05/05/2015
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 51	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Ethan Miller 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236	

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 ACKNOWLEDGMENT 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.
x	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 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 administrative modification is update clause H.6 Key Personnel and Facilities (March 1989).

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON (Signature of Contracting Officer)	16C. DATE SIGNED 05/05/2015

H.6 1852.235-71 KEY PERSONNEL AND FACILITIES (MARCH 1989)

- a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

POSITION	NAME
Program Manager	Marvin L. Leblanc
Lead for PP&C	(b) (4)
Lead for SE&I	
Lead for Program Integration	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 52	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Parveen Singh 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.	
ARES Technical Services Corporation Attn: Melba York, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141	FACILITY CODE 04236		10B. DATED (SEE ITEM 16c) 05/21/2015	

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 ACKNOWLEDGMENT 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)

Net Increase: \$751,689.00

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$18,231,086.03 to \$18,982,775.03; a net increase of \$751,689.00.

See Page 2 for details of the modification.

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)	
		Shine Lin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		SHINE LIN BY _____ (Signature of Contracting Officer)	5/21/2015

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4) [REDACTED]. This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through September 8, 2015.
- (b) An additional amount of (b) (4) [REDACTED] is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	<i>From</i>	<i>Mod 52</i>	<i>To</i>
Cost	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Fee	(b) (4) [REDACTED]	[REDACTED]	[REDACTED]
Total	\$18,231,086.03	\$751,689.00	\$18,982,775.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200549807	\$751,689.00
Total	\$751,689.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
		01		1	3
2. AMENDMENT/MODIFICATION NO. 53		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Parveen Singh 2101 NASA Parkway Houston, TX 77058		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED (SECE ITEM16c) 07/02/2015
CODE	100141	FACILITY CODE	04236

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 ACKNOWLEDGMENT 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)

Net Increase: \$321,311.00

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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:

- 1) increase contract funding from \$18,982,775.03 to \$19,304,086.03; a net increase of \$321,311.00.
- 2) update clause B.4 "Contract Value" to reflect the addition in FY 15 Task Order 2, Revision 1 and Task Order 4, Revision 1; the total contract value is changed from \$19,934,525.00 to \$19,960,041.00, an increase of \$25,516.00

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)	
		Geraldine Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: c=US, o=US Government, ou=NASA, ou=JSC 3.2.2015.12:02:05-00113-gmason, cn=GERALDINE MASON Date: 2015.07.02 11:41:21 -0500</small>	07/02/2015
		_____ (Signature of Contracting Officer)	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through September 8, 2015.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	From	Mod 53	To
Cost	(b) (4)		
Fee	(b) (4)		
Total	\$ 18,982,775.03	\$ 321,311.00	\$ 19,304,086.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200556591	\$ 150,000.00
4200556947	\$ 171,311.00
Total	\$ 321,311.00

III. Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

FROM:

The total contract value is determined as follows:

	Contract Value
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$19,934,525

TO:

The total contract value is determined as follows:

	Contract Value
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	(b) (4)
IDIQ Fixed Fee	(b) (4)
IDIQ Cost and Fee	(b) (4)
TOTAL CONTRACT VALUE	\$19,960,041

Change in total contract value recapitulation:

	From	Increase	To
Est IDIQ Cost	(b) (4)	(b) (4)	(b) (4)
IDIQ Fixed Fee	(b) (4)	(b) (4)	(b) (4)
IDIQ Cost & Fee	(b) (4)	(b) (4)	(b) (4)
TOTAL CONTRACT VALUE	\$ 19,934,525.00	\$ 25,516.00	\$ 19,960,041.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 55	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Parveen Singh 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SECE ITEM16c) 02/11/2013
CODE 100141	FACILITY CODE 04236	

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 ACKNOWLEDGMENT 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.
x	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 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 administrative modification is to change the Contract Specialist from Parveen Singh to Ethan Miller.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 08/03/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
			01		1	2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
54		See Block 16C		See Page 2.			
6. ISSUED BY			7. ADMINISTERED BY (If other than Item 6)		CODE		
NASA Lyndon B. Johnson Space Center Attn: BT/Parveen Singh 2101 NASA Parkway Houston, TX 77058							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						x	
CODE 100141		FACILITY CODE 04236				10B. DATED (SEE ITEM 16c)	
						07/24/2015	

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 ACKNOWLEDGMENT 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)

Net Increase: \$318,593.00

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$19,304,086.03 to \$19,622,679.03; a net increase of \$318,593.00.

See Page 2 for details of the modification.

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)	
		Geraldine Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY GERALDINE MASON _____ (Signature of Contracting Officer)	07/24/2015

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through September 21, 2015.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

II. Funding recapitulation is shown below:

	From	Mod 54	To
Cost	(b) (4)		
Fee			
Total	\$ 19,304,086.03	\$ 318,593.00	\$ 19,622,679.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200560023	\$ 318,593.00
Total	\$ 318,593.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 56	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Ethan Miller 2101 NASA Parkway Houston, TX 77058	CODE JSC	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
			10B. DATED (SEE ITEM 16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236			

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.10, 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 exercise the Government's unilateral right to exercise Option 1 in accordance with the Contract's Clause I.10, 52.217-9 OPTION TO EXTEND TERM OF THE CONTRACT (MAR 2000).

(See page 2 for details)

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)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON <small>Digitally signed by GERALDINE MASON DN: c=US, o=U.S. Government, ou=NASA, ou=PIV, ou=2345, ou=0000, ou=11, cn=GERALDINE MASON, Date: 2015.08.21 09:46:13 -0500</small>	16C. DATE SIGNED 08/19/2015
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

I. Section F.3 PERIOD OF PERFORMANCE is deleted in its entirety and replaced with the following:

F.3 PERIOD OF PERFORMANCE

The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/16.

(End of clause)

II. Section I.6 ORDERING is deleted in its entirety and replaced with the following:

I.6 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2016.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

III. Section F.4 OPTION TO EXTEND is deleted in its entirety and replaced with the following:

F.4 OPTION TO EXTEND

The Government may require the contractor to continue to perform services under this contract beyond the basic period of performance. The Contracting Officer may exercise this option by issuing a unilateral contract modification 30 days or more before the completion date set forth in Section F.3. The NTE value of \$49M applies to the basic and option periods. All work required under this contract, including submission of all reports, shall be completed on or before September 30, 2016. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option, except for the following changes:

Option 2:

1. F.3, entitled "PERIOD OF PERFORMANCE," will be modified to state:

"The period of performance includes a phase in period from 3/1/13 through 3/31/13 and a basic period from 4/1/13 through 9/30/17."

2. I.6, entitled "ORDERING", will be modified to state:

"(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2013 through September 30, 2017."

(End of clause)

I. Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

B.4 CONTRACT VALUE

The total contract value is determined as follows.

Contract Value	
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	(b) (4)
IDIQ Fixed Fee	(b) (4)
IDIQ Cost and Fee	(b) (4)
TOTAL CONTRACT VALUE	(b) (4) \$20,461,215.96

(End of clause)

II. Section B, B.5 "ESTIMATED COST AND FIXED FEE" is changed to read as follows:

B.5 1852.216-74 ESTIMATED COST AND FIXED FEE (DECEMBER 1991)

The estimated cost of this contract is (b) (4) \$ (b) (4) exclusive of the fixed fee of (b) (4). The total estimated cost and fixed fee is (b) (4) \$20,461,215.96.

(End of clause)

III. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through November 5, 2015.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

Cost	(b) (4)	(b) (4)	(b) (4)
Fee	(b) (4)	(b) (4)	(b) (4)
Total	\$ 19,622,679.03	\$ 679,299.00	\$ 20,301,978.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200562526	\$ 153,300.00
4200563233	\$ 406,999.00
4200563676	\$ 119,000.00
Total	\$ 679,299.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01		PAGE OF PAGES 1 3	
			2. AMENDMENT/MODIFICATION NO. 58		3. EFFECTIVE DATE See Block 16C	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Ethan Miller 2101 NASA Parkway Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 100141 FACILITY CODE 04236					9B. DATED (SEE ITEM 11)	
			x		10B. DATED (SEE ITEM 16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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:

- 1) update clause B.4 "Contract Value" and B.5 "Estimated Cost And Fixed Fee" to reflect the issuance of NNJ16TA01T, NNJ16TA02T, and NNJ16TA03T; the total contract value is changed from \$20,461,215.96 to \$28,107,368.96, an increase of \$7,646,153.00.
- 2) increase contract funding from \$20,301,978.03 to \$20,838,978.03; a net increase of \$537,000.00.

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) Shine Lin, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY SHINE LIN <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

I. Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

B.4 CONTRACT VALUE

The total contract value is determined as follows.

Contract Value	
Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	(b) (4)
IDIQ Fixed Fee	(b) (4)
IDIQ Cost and Fee	(b) (4)
TOTAL CONTRACT VALUE	(b) (4) <u>\$28,107,368.96</u>

(End of clause)

II. Section B, B.5 "ESTIMATED COST AND FIXED FEE" is changed to read as follows:

B.5 1852.216-74 ESTIMATED COST AND FIXED FEE (DECEMBER 1991)

The estimated cost of this contract is (b) (4) exclusive of the fixed fee of (b) (4). The total estimated cost and fixed fee is (b) (4) \$28,107,368.96.

(End of clause)

III. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through November 24, 2015.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

	From	Mod 54	To
Cost	(b) (4)	(b) (4)	(b) (4)
Fee	(b) (4)	(b) (4)	(b) (4)
Total	\$ 20,301,978.03	\$ 537,000.00	\$ 20,838,978.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200563232	\$ 537,000.00
Total	\$ 537,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01		PAGE OF PAGES 1 2	
			2. AMENDMENT/MODIFICATION NO. 59		3. EFFECTIVE DATE See Block 16C	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Ethan Miller 2101 NASA Parkway Houston, TX 77058			7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 100141 FACILITY CODE 04236					9B. DATED (SEE ITEM 11)	
			x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
					10B. DATED (SEE ITEM 16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
x	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$20,838,978.03 to \$20,948,978.03; a net increase of \$110,000.00.

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) Geraldine Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY GERALDINE MASON _____ (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/2015

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through December 7, 2015.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

Cost	(b) (4)		
Fee	(b) (4)		
Total	\$ 20,838,978.03	\$ 110,000.00	\$ 20,948,978.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200567001	\$ 110,000.00
Total	\$ 110,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 60		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Gerri Mason 2101 NASA Parkway Houston, TX 77058		CODE JSC	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marvin Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SECE ITEM16c) 02/11/2013	
CODE 100141	FACILITY CODE 04236				

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 ACKNOWLEDGMENT 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$20,948,978.03 to \$21,418,978.03, a net increase of \$470,000.

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) Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Geraldine B. Mason</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-18-2015
(Signature of person authorized to sign)			

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through December 28, 2015.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

	From	Mod 59	To
Cost	(b) (4)		
Fee			
Total	\$ 20,948,978.03	\$ 470,000.00	\$ 21,418,978.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200571622	\$ 470,000.00
Total	\$ 470,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
			01		1	2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
61		See Block 16C		See Page 2.			
6. ISSUED BY			7. ADMINISTERED BY (If other than Item 6)		CODE		
NASA Lyndon B. Johnson Space Center Attn: BT/Gerri Mason 2101 NASA Parkway Houston, TX 77058							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
ARES Technical Services Corporation Attn: Marvin Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						x	
CODE 100141		FACILITY CODE 04236				10B. DATED (SEE ITEM 16c)	
						02/11/2013	

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$21,418,978.03 to \$21,719,978.03, a net increase of \$301,000.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Geraldine B. Mason, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY GERALDINE MASON <small>D:digitally signed by GERALDINE MASON DN: cn=US, o=U.S. Government, ou=NASA, ou=People, o=923421920030010011=mason, cn=GERALDINE MASON Date: 2015.12.15 16:43:18 -0500</small> _____ (Signature of Contracting Officer)	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

- (a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through January 15, 2016.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

	From	Mod 61	To
Cost	(b) (4)		
Fee			
Total	\$ 21,418,978.03	\$ 301,000.00	\$ 21,719,978.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200573582	\$ 301,000.00
Total	\$ 301,000.00

All other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 62		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Rhiannon Gabel 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.	
ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058				9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
CODE 100141 FACILITY CODE 04236				10B. DATED (SECE ITEM16c) 02/11/2013	

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 decrease contract funding from \$21,719,978.03 to 21,600,978.03; a net decrease of \$119,000.00.

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)	
		Rhiannon Gabel	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY RHIANNON GABEL <small>Digitally signed by RHIANNON GABEL DN: cn=US, o=U.S. Government, ou=NASA, ou=PIV 0.9.2425.19200000.100.1.1#targeted, cn=RHIANNON GABEL Date: 2016.01.07 15:37:19 -0600</small>	1/7/2016
		_____ (Signature of Contracting Officer)	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through January 15, 2016.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

	From	Mod 62	To
Cost	(b) (4)		
Fee			
Total	\$21,719,978.03	(\$119,000.00)	\$21,600,978.03

Purchase Request Recapitulation:

PR #	De-Obligation Amount
4200573582	\$ (\$119,000)
Total	\$ (\$119,000)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
		01		1	2
2. AMENDMENT/MODIFICATION NO. 63		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
5. PROJECT NO. <i>(If applicable)</i>		6. ISSUED BY		7. ADMINISTERED BY <i>(If other than Item 6)</i>	
NASA Lyndon B. Johnson Space Center Attn: BT/Rhiannon Gabel 2101 NASA Parkway Houston, TX 77058		CODE JSC		CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State, and Zip Code)</i> ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED <i>(SEE ITEM 11)</i>
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
			10B. DATED <i>(SECE ITEM 16c)</i> 02/11/2013
CODE	100141	FACILITY CODE	04236

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 ACKNOWLEDGMENT 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: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc)</i> 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 <i>(Specify type of modification and authority)</i> FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$21,600,978.03 to \$23,121,478.03; a net increase of \$1,520,500.

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)	
		Rhiannon Gabel	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		BY RHIANNON GABEL <small>Digitally signed by RHIANNON GABEL DN: cn=US Government, ou=NASA, ou=PV, o=23432 19200002 100 1 1=usgbl, c=US Date: 2016.01.11 17:29:52 -0500</small>	1/11/2016
		<i>(Signature of Contracting Officer)</i>	

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4). This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through **March 17, 2016.**

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

	From	Mod 63	To
Cost	(b) (4)		
Fee			
Total	\$21,600,978.03	\$1,520,500.00	\$23,121,478.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200575359	\$ 1,520,500
Total	\$ 1,520,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 64		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 2.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Rhiannon Gabel 2101 NASA Parkway Houston, TX 77058		CODE JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B	
				10B. DATED (SECE ITEM16c) 02/11/2013	
CODE	100141	FACILITY CODE	04236		

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 increase contract funding from \$23,121,478.03 to \$25,702,713.03; a net increase of \$2,581,235.00.

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) Rhiannon Gabel	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>RHIANNON GABEL</u> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 2/17/2016

I. Section B, B.6 "CONTRACT FUNDING" is changed to read as follows:

B.6 1852.232-81 CONTRACT FUNDING (JUNE 1990)

(a) 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 (b) (4) This allotment is for Multi-Purpose Crew Vehicle Program Integration Contract (MPIC) and covers the following estimated period of performance: April 1, 2013 through July 11, 2016.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

IV. Funding recapitulation is shown below:

	From	Mod 64	To
Cost	(b) (4)		
Fee			
Total	\$23,121,478.03	\$2,581,235.00	\$25,702,713.03

Purchase Request Recapitulation:

PR #	Obligation Amount
4200578838	\$ 2,556,500
4200577696	\$ 24,735
Total	\$ 2,581,235

2. AMENDMENT/MODIFICATION NO. 000065	3. EFFECTIVE DATE 04/01/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Gisela Moreno/BT 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARES TECHNICAL SERVICES CORPORATION 1440 CHAPIN AVE STE 390 BURLINGAME CA 94010-4058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B
		10B. DATED (SEE ITEM 13) 02/11/2013
CODE 6G1C8	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)
See Schedule

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

CHECK ONE	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.
X	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 is not. is required to sign this document and return _____ 0 _____ 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 administrative modification is to change the Contracting Officer from Rhiannon Gabel to Gisela Moreno.
Payment Terms:
Net 30 days

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Gisela Moreno
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 04/01/2016

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 / 2
2. AMENDMENT/MODIFICATION NO. 66	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: BT/Ashley Alessandrini 2101 NASA Parkway Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ARES Technical Services Corporation Attn: Marv Leblanc, MPIC Program Manager 1331 Gemini Street, Suite 120 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CODE 100141 FACILITY CODE 04236	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ13TA03B 10B. DATED (SECE ITEM16c) 02/11/2013

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 ACKNOWLEDGMENT 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitations of Funds

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 clause B.4 "Contract Value" to reflect the revised total contract value from \$28,107,368.96 to \$28,235,568.96, an increase of \$128,200.00.

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)
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY GISELA MORENO <small>Digitally signed by GISELA MORENO DN: cn=GISELA MORENO, o=NASA, ou=People Date: 2016.04.19 12:55:28 -0500</small> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 4/19/16

I. I. Section B, B.4 "CONTRACT VALUE" is changed to read as follows:

B.4 CONTRACT VALUE

The total contract value is determined as follows.

Contract Value

Phase-In Firm Fixed Price	(b) (4)
Estimated IDIQ Cost	
IDIQ Fixed Fee	
IDIQ Cost and Fee	
TOTAL CONTRACT VALUE	\$28,235,568.96

(End of clause)