

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 1		3. EFFECTIVE DATE See Block 16C		4. PROJECT NO. (if applicable) 432	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		6. CODE GSFC		7. ADMINISTERED BY (if other than Issuer) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (See above, country, State and ZIP Code) LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO. (a)		9B. DATED (SEE ITEM 11)	
CODE 04236 FACILITY CODE		9C. MODIFICATION OF CONTRACT/ORDER NO. NRG09SR34C		9D. DATED (SEE ITEM 12) 04/02/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The Issuer 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 forms 8 and 18, and returning copies of the amendment; (b) by acknowledging receipt of the amendment on each copy of the offer submitted; or (c) by separate mail 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, in view of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
PR: 4200289305 and 4200289817 Net Increase: \$230,000.00

13. THIS ITEM ONLY APPLIES TO INDIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 9A.

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

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 9A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES such as changes in paying office, appropriate date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.109(a).

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

D. OTHER (Specify type of modification and authority)  
X Announcement of Opportunity (AO) NRG06DA0020 dated May 1, 2006

15. REPORTING: Contractor  Insert  is required to sign this document and return 1 copies to the issuing office.

16. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/amendment subject matter where feasible.)  
This modification definitizes Contractor's proposal for MAVEN Special Studies dated April 7, 2009. As a result, this modification will (1) insert Clause B.6, Level of Effort for Special Studies, (2) insert Clause B.7, Task Ordering Procedure, (3) increase estimated cost and award fee, and (4) provide additional funding for continued performance.

Accordingly,

Continued ...

17A. NAME AND TITLE OF ISSUER (Type or print)  
Rita R. Tozzie, Contract Negotiator

17B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Teresa M. Anthony

17C. DATE SIGNED  
4/28/09

17D. UNITED STATES OF AMERICA  
W. M. Anthony

17E. DATE SIGNED  
4/29/09

1. Revise Clause B.1 - ESTIMATED COST AND AWARD FEE (1852.216-85) as follows:

	CPAF	Award Fee	Estimated Cost
Estimated Cost			
Award Fee			
CPAF	\$15,901,908	\$207,347	\$16,109,262

2. Revise Clause B.3 - CONTRACT FUNDING (1852.232-81) (JUN 1990)

	CPAF	Award Fee	Estimated Cost
Estimated Cost			
Award Fee			
CPAF	\$837,000	\$230,000	\$1,067,000

3. Revise Clause B.4 - SUPPLIES AND/OR SERVICES TO BE PROVIDED, by adding the following:

Item	Description	Reference	Quantity	Delivery Date
13	Level of Effort for Special Studies	Clause B.6	See Clause B.6	As stipulated in the individual Task assignments

4. Insert Clause B.6 - LEVEL OF EFFORT FOR SPECIAL STUDIES

The Contracting Officer may issue task assignments for special studies related to new/potential requirements for the MAVEN mission, or alternatives to existing requirements which are not included in the current MAVEN baseline. The Contractor shall perform the studies described in the task assignments, delivering at least [redacted] but not more than [redacted] net productive hours by professional scientists or engineers, a range that represents a target level of effort [redacted] plus or minus 10 percent.

The Contractor shall perform the special studies in response to task assignments that are issued by the Contracting Officer within the period of the contract, using level-of-effort hours to deliver reports as stipulated in the task assignments. Each task assignment shall contain the following elements:

- Description of study objectives and the study effort the contractor is to perform
- Preliminary estimate of the number of hours for the study effort and the schedule for completion
- Ceiling cost for the study effort

The Contractor will not exceed the ceiling cost for performance of a task assignment without authorization from the Contracting Officer.

The Contractor shall address each active task assignment in technical reporting submitted under the contract. NASA Form 533 financial management reports shall contain a summary for the task assignments issued under this clause as well as a separate report for each active task assignment.

The level of effort stipulated herein may be increased or decreased using the Changes clause of the contract.

5. Insert Clause B.7 - TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)

(n) 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 ten 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 ten 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)

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) 432
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C  10B. DATED (SEE ITEM 13) 04/02/2009
---	---

CODE 04236	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) Net Increase: \$1,591,000.00  
PR: 4200298134 & 4200298028

**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.
	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 FAR Clause B.3 - CONTRACT FUNDING (1852.232-81) (JUN 1990)

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 modification is provide additional funding for continued performance.

Accordingly,

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)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Teresa N. Anthony</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 6/4/09

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$1,067,000	\$1,591,000	\$2,658,000

\*Note: [REDACTED] - WBS 293945.01.02.04  
[REDACTED] WBS 892840.01.04.04

2. All other terms and conditions remain unchanged.

(End of Modification 2)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) 432
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 04236 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	
		10B. DATED (SEE ITEM 13) 04/02/2009	

**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)  
N/A

**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.)**

This modification is to administratively correct typographical errors to the estimated cost and award fee funding amounts.

Accordingly,

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) Teresa N. Anthony
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/7/09

1. This modification is to correct typographical errors to the contract funding estimated cost and award fee amounts for Mods 1 & 2. As a result, Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised as follows:

FROM:

	FROM	BY	TO
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
Award Fee	[REDACTED]	[REDACTED]	[REDACTED]
CPAF	\$1,067,000	\$1,591,000	\$2,658,000

TO:

	FROM	BY	TO
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
Award Fee	[REDACTED]	[REDACTED]	[REDACTED]
CPAF	\$1,067,000	\$1,591,000	\$2,658,000

Note: In Modification #1, the estimated cost "By" amount incorrectly read [REDACTED] however, the amount should have been \$202,400. Additionally, in modification #2, the award fee total was incorrectly stated as [REDACTED] however, the amount should have been [REDACTED]. The total funding amount totals was not affected by these typos; therefore, the total remains unchanged.

2. All other terms and conditions remain unchanged.

(End of Modification 3)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) 432
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 04236	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	10B. DATED (SEE ITEM 13) 04/02/2009

**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)  
 PR: 4200312326 Net Increase: \$718,000.00

**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:
X	D. OTHER (Specify type of modification and authority) FAR Clause B.3, Contract Funding (1852.232-81) (JUN 1990)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is (1) to provide additional funding for continued performance, (2) make an administrative change to the MAVEN COTR and (3) revised Attachment K, Government Furnished Property (GFP) list of the basic contract.

Accordingly,

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) Emily Ferriman Contract Negotiator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony
15B. CONTRACTOR/OFFEROR <i>Emily Ferriman</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/10/09
16B. UNITED STATES OF AMERICA <i>Teresa N. Anthony</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/10/09

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$2,658,000	\$718,000	\$3,376,000

\*The allotment date is through November 30, 2009.

2. The Contracting Officer's Technical Representative has been changed from Donald E. Carson to Mark Jarosz effectively immediately.
3. Revise Clause G.14, Financial Management Reporting as follows:

**G.14 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(DEC 2007)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, NASA Contractor Financial Management Reporting, establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are required. The reporting structure shall be in accordance with Attachment B of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Teresa Anthony, Contracting Officer, Code 210.S  
E-Mail: [Teresa.N.Anthony@nasa.gov](mailto:Teresa.N.Anthony@nasa.gov)

Mark Jarosz, Contracting Officers Technical Representative, Code 432  
E-Mail: [Mark.M.Jarosz@nasa.gov](mailto:Mark.M.Jarosz@nasa.gov)

Earnestine Smart, Resources Analyst, Code 432  
E-Mail: [Earnestine.Smart-1@nasa.gov](mailto:Earnestine.Smart-1@nasa.gov)

Regional Finance Office Cost Team, Code 155  
E-Mail: [rfocateam@listserv.gsfc.nasa.gov](mailto:rfocateam@listserv.gsfc.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2D, NASA Contractor Financial Management Reporting:

[http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal\\_ID=N\\_PR\\_9501\\_002D\\_&page\\_name=main](http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D_&page_name=main)

(End of clause)

4. Revise Clause J.1, List of Attachments as follows:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>
K	Government Furnished Property (GFP)	March 24, 2009	2

5. All other terms and conditions remain unchanged.

(End of Modification 4)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) 432	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE	GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 04236 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	10B. DATED (SEE ITEM 13) 04/02/2009	

**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) Net Increase: \$3,000,000.00  
PR: 4200317792

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

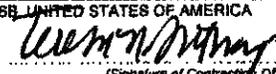
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Clause B.3, Contract Funding (1852.232-81) (JUN 1990)

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 provide additional funding for continued contract performance.

Accordingly,

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) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/5/09

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM	BY	TO
Estimated Cost	[REDACTED]		
Award Fee	[REDACTED]		
CPAF	\$3,376,000	\$3,000,000	\$6,376,000

\*The allotment date is through February 24, 2010.

2. All other terms and conditions remain unchanged.

(End of Modification 5)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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) 432
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 04236			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C
			10B. DATED (SEE ITEM 13) 04/02/2009

**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) Net Increase: \$5,600,000.00  
 PR: 4200329318

**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.
	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 43.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause B.3, Contract Funding (1852.232-81) (JUN 1990)

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 modification is provide additional funding for continued contract performance.

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) Teresa N. Anthony
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Teresa N. Anthony</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 2/23/10

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$6,376,000	\$5,600,000	\$11,976,000

\*The allotment date is through June 26, 2010.

2. All other terms and conditions remain unchanged.

(End of Modification 6)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 7		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (if applicable) 432		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 04236		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	
				10B. DATED (SEE ITEM 13) 04/02/2009	

**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)**

N/A

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

<b>CHECK ONE</b>	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:
<b>X</b>	D. OTHER (Specify type of modification and authority) ANNOUNCEMENT OF OPPORTUNITY (AO) NNG06DA0020 dated May 1, 2006

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

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

This modification definitizes Contractor's proposal for MAVEN Change #2 dated December 2009. As a result, this modification will increase the estimated cost and award fee.

Accordingly,

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Emily Ferriman; Contracts Negotiator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR Emily Ferriman (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Teresa N. Anthony (Signature of Contracting Officer)	
15C. DATE SIGNED 3/1/10		16C. DATE SIGNED 3/1/10	

1. In modification #1, the estimated cost "CPAF total" amount incorrectly read [REDACTED] however, the amount should have been [REDACTED] the total "CPAF" was not affected by these typos; therefore, the total CPAF of \$16,109,262 remains unchanged.
2. Revise Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) as follows:

	FROM	BY	TO
Estimated Cost	[REDACTED]	[REDACTED]	[REDACTED]
Award Fee	[REDACTED]	[REDACTED]	[REDACTED]
CPAF	\$16,109,262	\$253,859	\$16,363,121

3. Revise Clause B.4 – SUPPLIES AND/OR SERVICES TO BE PROVIDED, by adding following:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>
14	Platinum Resistance Thermometers (PRTs)	SOW 1.3.5	308	September 1, 2010

4. Revise Clause J.1, LIST OF ATTACHMENTS, as follows:

From:

<b>Attachment</b>	<b>Description</b>	<b>Date</b>
A	Statement of Work (SOW)	March 26, 2009

To:

<b>Attachment</b>	<b>Description</b>	<b>Date</b>
A	Statement of Work (SOW)	January 28, 2010

5. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 7)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
3		See Block i6C		See Block i2	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6)		CODE	
432		NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		GSFC	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
LOCKHEED MARTIN CORP 12257 STATE HWY LITTLETON CO 80127-0000		(x)	
CODE 04236		10B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09BK34C	
		10B. DATED (SEE ITEM 13) 04/02/2009	

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 forms 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)  
PR: 4200338921 Net Increase: \$4,387,121.00

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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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	FAR Clause B.3, Contract Funding (1852.232-81) (JUN 1990)

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

The purpose of this modification is provide additional funding for continued contract performance.

Accordingly,

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) Emily Ferriman Contracts Negotiator Sr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR Emily Ferriman (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Teresa N. Anthony (Signature of Contracting Officer)	
15C. DATE SIGNED 5/4/10		16C. DATE SIGNED 4/29/10	

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$11,976,000	\$4,387,121	\$16,636,121

\*The allotment date is through August 6, 2010.

2. All other terms and conditions remain unchanged.

(End of Modification 8)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 9		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (If applicable) 432		6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 04236		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	
				10B. DATED (SEE ITEM 13) 04/02/2009	

**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)**

N/A

**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.
	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	FAR Clause B.1 Estimated Cost and Award Fee (1852.216-85)

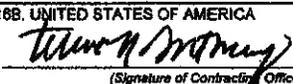
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

This modification adjusts Clause B.1 - Estimated Cost and award fee (1852.216-85) (SEPT 1993) of the contract for the amount of award fee earned from April 2, 2009 - April 1, 2010. Goddard has determined that an award fee of \$558,335 (approximately of 80% of the available award fee) has been earned for this period.

Accordingly, 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) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Office)	
15C. DATE SIGNED		16C. DATE SIGNED 5/26/10	

1. Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPT 1993) as follows:

	FROM (SEPT)	BY	TO
Estimated Cost			
Award Fee Earned			
Maximum Award Fee Available			
CPAF	\$16,363,121	(\$64,112)	\$16,299,009

Provisional award fee in the amount of [REDACTED] been paid to the contractor for this period. Thus a net amount of [REDACTED] shall be paid to the contractor for award fee upon execution of this modification by the Contracting Officer.

2. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 9)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (If applicable) 432		6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		8A. AMENDMENT OF SOLICITATION NO.		8B. DATED (SEE ITEM 11)	
9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C		10B. DATED (SEE ITEM 13) 04/02/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		11A. AMENDMENT OF SOLICITATION NO.		11B. DATED (SEE ITEM 11)	
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A		13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.		14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is delete Award Fee Mod#9 and replace as follows:  See page 2	

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)  
N/A

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:
X	D. OTHER (Specify type of modification and authority) FAR Clause B.1 Estimated Cost and Award Fee (1852.216-85)

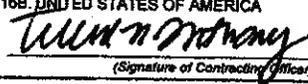
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

The purpose of this modification is delete Award Fee Mod#9 and replace as follows:

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)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	18C. DATE SIGNED 8/27/10
(Signature of person authorized to sign)			

1. The Government has determined that the Contractor has earned interim award fee in the amount of \$558,335 for the period April 2, 2009 through April 1, 2010 (Period 1). Clause B.1, Estimated Cost and Award Fee (1852.216-85) (SEP 1993) , is revised to track interim award fee:

Interim Available Award Fee  
Interim Earned Award Fee  
Available Fee for Final Evaluation  
Interim Paid Award Fee

Period 1



2. Clause G.1, Award Fee for End Item Contracts (1852.216-77) (JUNE 2000), limits interim award fee payments to the lesser of the interim evaluation score or 80 percent of the fee allocated to that period, less any provisional payments made during the period. For this period, the interim evaluation score (89.7%) represents the greater amount, so the 80% limit does apply; 80% of the fee allocated for Period 1 equals [REDACTED]. There were provisional payments made for Period 1 totaling [REDACTED]. Thus, upon execution of this modification, the Contractor has already been paid 80% award fee for this period, therefore, the Contractor receives \$0 additional award fee for Period 1.

--END OF MODIFICATION 10--

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. 11		3. EFFECTIVE DATE 05/28/2010		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (if applicable) 432		6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 04236 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C		10B. DATED (SEE ITEM 13) 04/02/2009	
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 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) PR: 4200342996		Net Increase:		\$2,612,879.00	

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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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 Clause I.62 Changes-Cost Reimbursement (AUG 1987) Alternate V (APR 1984)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 This modification authorizes and provides an equitable adjustment for changes specified herein and as described in the Contractor's Proposals as follows: 1) Mars Atmosphere and Volatile Evolution mission (MAVEN) Phase B Preliminary Design Review (PDR) Acceleration Proposal dated March 12, 2010; 2) MAVEN Phase B Additional Special Studies Pool Proposal dated March 12, 2010; and 3) MAVEN Phase B Static Random Access Memory (SRAM) Part Cost Transfer Proposal dated March 15, 2010. As a result, this modification will increase the estimated cost and the award fee of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kyle A Wille For Emily Ferriman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>		16B. UNITED STATES OF AMERICA <i>[Signature]</i>	
15C. DATE SIGNED 6/3/10		16C. DATE SIGNED 6/3/10	

NNG09EK34C  
Modification #11  
Page 2 of 4

1. Revise Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPT 1993) as follows:

	FROM	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$16,363,121	\$6,435,081	\$22,798,202

2. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$16,363,121	\$2,612,879	\$18,976,000

\* Note: In Modification #8, the CPAF "FROM" amount incorrectly read [REDACTED] however, the amount should have been [REDACTED]. The total funding amount totals was not affected by these typos; therefore, the total remains unchanged.

3. Revise Clause B.6 - LEVEL OF EFFORT FOR SPECIAL STUDIES to increase the 1000 level of effort hours by additional 500 hours as follows:

From:

The Contracting Officer may issue task assignments for special studies related to new/potential requirements for the MAVEN mission, or alternatives to existing requirements which are not included in the current MAVEN baseline. The Contractor shall perform the studies described in the task assignments, delivering at least [REDACTED] but not more than [REDACTED] direct productive hours by professional scientists or engineers, a range that represents a target level of effort of [REDACTED] hours plus or minus 10 percent.

The Contractor shall perform the special studies in response to task assignments that are issued by the Contracting Officer within the period of the contract, using level-of-effort hours to deliver reports as stipulated in the task assignments. Each task assignment shall contain the following elements:

- Description of study objectives and the study effort the contractor is to perform
- Preliminary estimate of the number of hours for the study effort and the schedule for completion
- Ceiling cost for the study effort

The Contractor will not exceed the ceiling cost for performance of a task assignment without authorization from the Contracting Officer.

The Contractor shall address each active task assignment in technical reporting submitted under the contract. NASA Form 533 financial management reports shall contain a summary for the task assignments issued under this clause as well as a separate report for each active task assignment.

NNG09BK34C  
Modification #11  
Page 3 of 4

The level of effort stipulated herein may be increased or decreased using the Changes clause of the contract.

**To:**

The Contracting Officer may issue task assignments for special studies related to new/potential requirements for the MAVEN mission, or alternatives to existing requirements which are not included in the current MAVEN baseline. The Contractor shall perform the studies described in the task assignments, delivering at least [REDACTED] but not more than [REDACTED] direct productive hours by professional scientists or engineers, a range that represents a target level of effort of [REDACTED] hours plus or minus 10 percent.

The Contractor shall perform the special studies in response to task assignments that are issued by the Contracting Officer within the period of the contract, using level-of-effort hours to deliver reports as stipulated in the task assignments. Each task assignment shall contain the following elements:

- Description of study objectives and the study effort the contractor is to perform
- Preliminary estimate of the number of hours for the study effort and the schedule for completion
- Ceiling cost for the study effort

The Contractor will not exceed the ceiling cost for performance of a task assignment without authorization from the Contracting Officer.

The Contractor shall address each active task assignment in technical reporting submitted under the contract. NASA Form 533 financial management reports shall contain a summary for the task assignments issued under this clause as well as a separate report for each active task assignment.

The level of effort stipulated herein may be increased or decreased using the Changes clause of the contract.

4. The Contractor shall obtain long lead Static Random Access Memory (SRAM) parts as specified in the Contractor's proposal number 2010-SEP-CP-0098, dated March 15, 2010.
5. The Contractor shall perform the efforts associated with the PDR acceleration in accordance with the Contractor's proposal number 2010-SEP-CP-0098, dated March 12, 2010.
6. In consideration of the modification agreed to herein as complete equitable adjustment for the change described above as per Contractor's proposals:
  1. 2010-SEP-CP-0097 MAVEN Phase B Additional Special Studies Pool Proposal dated March 12, 2010;
  2. 2010-SEP-CP-0098 MAVEN Phase B PDR Acceleration Proposal dated March 12, 2010;
  3. 2010-SEP-CP-0100 MAVEN Phase B SRAM Part Cost Transfer Proposal dated March 15, 2010
  4. Revised Offer Disclosure Email dated May 5, 2010, in response to unnumbered NASA Request for Proposals dated 3/22/2010 (Special Studies), 12/22/2009 (PDR Acceleration), and 2/26/2010 (SRAM), the Contractor hereby releases the Government from any and all liability under the

NNG09EK34C  
Modification #11  
Page 4 of 4

contract for further equitable adjustments attributable to such facts and circumstances giving rise to  
aforementioned proposal.

7. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 11)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 12		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REG. NO. See Block 12	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		6. CODE GSFC		7. ADMINISTERED BY (If other than Item 5) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 04236 FACILITY CODE		9C. MODIFICATION OF CONTRACT/ORDER NO. X NNG09EK34C		10B. DATED (SEE ITEM 13) 04/02/2009	

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 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 9 and 10, 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)  
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/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.
	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	Mutual Agreement of the Parties - FAR 43.103 Types of contract modification

13. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to update Clause B.4, Supplies and/or Services to be Provided and Clause J.1, List of Attachments of the contract.

Accordingly,

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.

18A. NAME AND TITLE OF SIGNER (Type or print) Emily Ferriman, Contracts Negotiator		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
18B. CONTRACTOR/OFFICER <i>Emily Ferriman</i> (Signature of person authorized to sign)		18B. UNITED STATES OF AMERICA <i>Teresa N. Anthony</i> (Signature of Contracting Officer)	
18C. DATE SIGNED 7/19/10		18C. DATE SIGNED 7/19/10	

1. Revise Clause B.4 – SUPPLIES AND/OR SERVICES TO BE PROVIDED, as follows:

From:

ITEM	DESCRIPTION	REFERENCE/ QTY	DELIVERY DATE	SHIPPING CLASS
1	Mission Requirements Document (MRD)/Contract Data Requirements List (CDRL)Requirements/Mission Assurance Requirements (MAR) Deliverables	Clauses C.4 & J.1	Clauses C.4 & J.1	IV
2	Requests for Government Property	Clause G.9	30 days in advance of Acquisition	IV
4	NASA Property in the Custody of Contractors (NASA Form 1018)	NFS 1852.245-73 Clause G.11	Clause G.11	IV
5	Financial Management Reports	Clauses G.9 & G.14	Clauses G.9 & G.14	IV
6	New Technology Reports	Clauses G.3 & G.4	Clauses G.3 & G.4	IV
7	Small Business Subcontracting Reports	Clauses H.8 & I.84/NFS 1852.219-75	Clauses H.8 & I.84/NFS 1852.219-75	IV
8	Material Safety Data Sheets	Clause E.1	Clause E.1	IV
9	Notification of Noncompliance with Safety Standards & Quarterly Health and Safety Reports	Clauses H.2 & H.9	Clauses H.2 NFS 1852.223-70 & H.9	IV
10	Preliminary Design Review (PDR)	Clauses C.4 & J.1	Aug. 2010 in accordance with MAVEN Master Schedule	IV
11	OCI Avoidance Plan	Clause I.95	30 days after contract award	IV
12	IT Security Plan & Assessment Plans	Clause I.91	30 days after contract award	IV
13	Level of Effort for Special Studies	See Clause B.6	As stipulated in the individual Task assignments	IV
14	Platinum Resistance Thermometers (PRTs)	SOW 1.3.5/ 308	September 1, 2010	I

(End of clause)

**To:**

ITEM	DESCRIPTION	REFERENCE/ QTY	DELIVERY DATE	SHIPPING CLASS
1	Mission Requirements Document (MRD)/Contract Data Requirements List (CDRL)Requirements/Mission Assurance Requirements (MAR) Deliverables	Clauses C.4 & J.1	Clauses C.4 & J.1	IV
2	Requests for Government Property	Clause G.9	30 days in advance of Acquisition	IV
4	NASA Property in the Custody of Contractors (NASA Form 1018)	NFS 1852.245-73 Clause G.11	Clause G.11	IV
5	Financial Management Reports	Clauses G.9 & G.14	Clauses G.9 & G.14	IV
6	New Technology Reports	Clauses G.3 & G.4	Clauses G.3 & G.4	IV
7	Small Business Subcontracting Reports	Clauses H.8 & I.84/NFS 1852.219-75	Clauses H.8 & I.84/NFS 1852.219-75	IV
8	Material Safety Data Sheets	Clause E.1	Clause E.1	IV
9	Notification of Noncompliance with Safety Standards & Quarterly Health and Safety Reports	Clauses H.2 & H.9	Clauses H.2 NFS 1852.223-70 & H.9	IV
10	Preliminary Design Review (PDR)	Clauses C.4 & J.1	July 2010	IV
11	OCI Avoidance Plan	Clause L95	March 30, 2009	IV
12	IT Security Plan & Assessment Plans	Clause L91	July 2009	IV
13	Level of Effort for Special Studies	See Clause B.6	As stipulated in the individual Task assignments	IV
14	Platinum Resistance Thermometers (PRTs)	SOW 1.3.5/ 308	September 1, 2010	I

(End Clause)

2. Revise and update Clause J.1, LIST OF ATTACHMENTS, as follows:

**To:**

Attachment	Description	Date
A	Statement of Work (SOW) – Revision A	January 28, 2010
I	Contract Data Requirements List (CDRL) – Rev (-)	May 13, 2010
K	Government Furnished Property (GFP) List	June 26, 2010

**3. All other terms and conditions remain unchanged and in full force and effect.**

**(End of Modification 12)**

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 13 07/20/2010 See Block 12 432

6. ISSUED BY CODE GSFC 7. ADMINISTERED BY (If other than Item 6) CODE GSFC  
 NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 LOCKHEED MARTIN SPACE SYSTEMS COMPANY  
 12257 STATE HWY  
 LITTLETON CO 80127-0000

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C  
 10B. DATED (SEE ITEM 13) 04/02/2009

CODE 04236 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) Net Increase: \$2,780,000.00  
 PR: 4200350082

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/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.  
 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 FAR Clause B.3 - Contracting Funding (1852.232-81) (JUN 1990)

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 modification is provide additional funding for continued contract performance.

Accordingly,

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A 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. DATE SIGNED 16C. DATE SIGNED  
 (Signature of person authorized to sign) UNITED STATES OF AMERICA  
 (Signature of Contracting Officer) 7/20/10

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM (Mod 11)	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$18,976,000	\$2,780,000	\$21,756,000

\*The allotment date is through September 22, 2010.

2. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 13)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 14		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REG. NO. See Block 12	
5. PROJECT NO. (if applicable) 432		6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. ISSUED BY CODE GSFC		9. PROJECT NO. (if applicable) 432		10. ADMINISTERED BY CODE GSFC	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	
		10B. DATED (SEE ITEM 13) 04/02/2009	
CODE 04236		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)  
PR: 4200354959 Net Increase: \$600,000.00

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.
	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 Clause B.3 - Contracting Funding (1852.232-81) (JUN 1990)

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 modification is to provide additional funding for continued contract performance.

Accordingly,

Continued ...

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) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 8/31/10

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM (Mod 13)	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$21,756,000	\$600,000	\$22,356,000

\*The allotment date is through October 18, 2010.

2. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 14)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1   2	
2. AMENDMENT/MODIFICATION NO. 15		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC		5. PROJECT NO. (If applicable) 432	
		7. ADMINISTERED BY (If other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	
				10B. DATED (SEE ITEM 13) 04/02/2009	
CODE 04236		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

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) Net Increase: \$365,958.00  
 PR: 4200358904

**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.
	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 Clause B.3 - Contracting Funding (1852.232-81) (JUN 1990)

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 modification is to provide additional funding for continued contract performance.

Continued ...

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)	
		Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNG09EK34C/15

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
LOCKHEED MARTIN SPACE SYSTEMS COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
004	Delivery Location Code: GSFC NASA/Goddard Space Flight Center 8800 Greenbelt Road Greenbelt MD 20771 USA  FOB: Destination  I/F LM Incrementally Funded Amount: \$297,958.00				297,958.00
005	I/F MO Incrementally Funded Amount: \$68,000.00				68,000.00

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 16		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 04236 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C
			10B. DATED (SEE ITEM 13) 04/02/2009

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)  
N/A

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.
	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 Clause I.62 Changes-Cost Reimbursement (AUG 1987) Alternate V (APR 1984)

E. IMPORTANT: Contractor  is not. (x) is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This modification authorizes and provides an equitable adjustment for changes specified in the Contractor's proposal entitled, "MAVEN Phase B Contract Modification for Adding Shielding to Payload Sensors Cost Volume" dated August 30, 2010. As result, this modification will increase the estimated cost and award fee of the contract.

Accordingly,

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains or changed and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Emily Ferriman Contracts Negotiator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR Emily Ferriman (Signature of person authorized to sign)	15C. DATE SIGNED 10/5/10	16B. UNITED STATES OF AMERICA Teresa N. Anthony (Signature of Contracting Officer)	16C. DATE SIGNED 10/5/10

1. Revise Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPT 1993) as follows:

	FROM (Mod 11)	BY	TO
Estimated Cost	(b) (4)		
Award Fee			
CPAF	\$22,798,202	\$21,873	\$22,820,075

2. Revise Clause B.4 – SUPPLIES AND/OR SERVICES TO BE PROVIDED, by adding following:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>
15	Platinum Resistance Thermometers (PRTs)	SOW 1.3.5	70	October 1, 2010

3. Insert Clause E.6 into the contract as follows:

**E.6 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUGUST 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 2 copies, an original and one copy.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

4. The Contractor shall perform the efforts associated with the MAVEN Phase B Contract Modification for Adding Shielding to Payload Sensors in accordance with the Contractor's proposal number 2010-SEP-CP-0274, dated August 30, 2010.
5. In consideration of the modification agreed to herein as complete equitable adjustment for the change described above as per Contractor's MAVEN Phase B Contract Modification for Adding Shielding to Payload Sensors proposal dated August 30, 2010, the Contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts and circumstances giving rise to aforementioned proposal.
6. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 16)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 000017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) 432	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 04236 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	
			10B. DATED (SEE ITEM 13) 04/02/2009	

**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) Net Increase: \$98,117.00  
PR: 4200362749

**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.
	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 Clause B.3 - Contract Funding (1852.232-81) (JUN 1990)

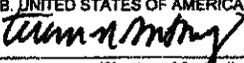
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to provide additional funding for continued contract performance. This funding allotment fully funds the contract.

Continued ...

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)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16C. DATE SIGNED	18B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	18C. DATE SIGNED 10/25/10

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990)

	FROM (Mod 17)	BY	TO
Estimated Cost			
Award Fee			
CPAF	\$22,721,958	\$98,117	\$22,820,075

\*The allotment date is through October 31, 2010. The contract is fully funded.

2. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 17)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable) 432	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 04236		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C		
		10B. DATED (SEE ITEM 13) 04/02/2009		

**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) Net Increase: \$12,775,000.00  
PR: 4200362542

**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.
	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	FAR Clause B.1 - Estimated Cost and Award Fee (1852.216-85) (SEP 1993)

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

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

The purpose of this modification is to provisionally increase the estimated cost of this contract in the amount of \$12,775,000 and to provide additional funding to the contract. This interim measure is necessary to enable the Contractor to continue contract performance until final agreement has been reached for any additional cost associated with the Contractor's revised proposal dated September 15, 2010. As a result of this modification, the period of performance has been extended through November 19, 2010.

Accordingly: See page 2

Continued ...

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) Emily Ferriman Contracts Negotiator Sr	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony
15B. CONTRACTOR/OFFEROR Emily Ferriman (Signature of person authorized to sign)	15C. DATE SIGNED 10/27/10
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED 10/27/10
	(Signature of Contracting Officer)

1. This modification provisionally increases the estimated cost of this contract in the amount of \$12,775,000 and to provide additional funding to the contract. This interim measure authorizes the contractor to proceed to Phase C activities until final agreement has been reached for any additional cost associated with the Contractor's revised proposal dated September 15, 2010.
2. Revise Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPT 1993) is changed to provisionally increase funds as set forth below:

	FROM (Mod 16)	BY	TO
Estimated Cost			
Provisional Cost			
Award Fee			
CPAF	\$22,820,075	\$12,775,000	\$35,595,075

3. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990) is changed to provisionally increase funds as set forth below:

	FROM (Mod 17)	BY	TO
Estimated Cost			
Provisional Cost			
Award Fee			
CPAF	\$22,820,075	\$12,775,000	\$35,595,075

\*The allotment date is through November 19, 2010.

4. The period of performance of this contract has been extended through November 19, 2010.
5. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 18)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (if applicable) 432
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 04236 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	10B. DATED (SEE ITEM 13) 04/02/2009

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) Net Increase: \$8,225,000.00  
PR: 4200365236

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 13A.
	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	FAR Clause B.1 - Estimated Cost and Award Fee (1852.216-85) (SEP 1993)

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

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

The purpose of this modification is to provisionally increase the estimated cost of this contract in the amount of \$8,225,000 and provide additional funding to the contract. This interim measure is necessary to enable the Contractor to continue contract performance until final agreement has been reached for any additional cost associated with the Contractor's revised proposal dated September 15, 2010. As a result of this modification the period of performance has been extended through December 10, 2010.

Accordingly,

Continued ...

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) Emily Ferriman Contracts Negotiator	15B. CONTRACTOR/OFFEROR Emily Ferriman (Signature of person authorized to sign)	15C. DATE SIGNED 11/16/10	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	16B. UNITED STATES OF AMERICA Teresa N. Anthony (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/10
--	---	------------------------------	---	--	------------------------------

1. This modification provisionally increases the estimated cost of this contract in the amount of \$8,225,000 and to provide additional funding to the contract. This interim measure authorizes the contractor to proceed to Phase C activities until final agreement has been reached for any additional cost associated with the Contractor's revised proposal dated September 15, 2010.
2. Revise Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPT 1993) is changed to provisionally increase funds as set forth below:

	FROM (Mod 18)	BY	TO
Estimated Cost			
Provisional Cost			
Award Fee			
CPAF			

3. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990) is changed to provisionally increase funds as set forth below:

	FROM (Mod 18)	BY	TO
Estimated Cost			
Provisional Cost			
Award Fee			
CPAF	\$35,595,075	\$8,225,000	\$43,820,075

\*The allotment date is through December 10, 2010.

4. The period of performance of this contract has been extended through December 10, 2010.
5. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 19)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 20		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 12	
5. PROJECT NO. (If applicable) 432		6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 04236 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C		10B. DATED (SEE ITEM 13) 04/02/2009	

**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) Net Increase: \$7,500,000.00

**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.
	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 Clause B.1 Estimated Cost and Award Fee (1852.216-85) (SEPT 1993)

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 provisionally increase the estimated cost of this contract in the amount of \$7,500,000 and provide additional funding to the contract. This interim measure is necessary to enable the Contractor to continue contract performance until final agreement has been reached for an additional cost associated with the Contractor's revised proposal dated September 15, 2010. As a result of this modification the period of performance has been extended through January 2, 2011.

Accordingly,

Continued ...

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) Emily Ferriman Contracts Negotiator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Teresa N. Anthony	
15B. CONTRACTOR/OFFEROR Emily Ferriman <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 12/9/10	16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 12/9/10

1. This modification provisionally increases the estimated cost of this contract in the amount of \$7,500,000 and to provide additional funding to the contract. This interim measure authorizes the contractor to proceed to Phase C activities until final agreement has been reached for any additional cost associated with the Contractor's revised proposal dated September 15, 2010.
2. Revise Clause B.1 – ESTIMATED COST AND AWARD FEE (1852.216-85) (SEPT 1993) is changed to provisionally increase funds as set forth below:

	FROM (Mar 19)	BY	TO
Estimated Cost			
Provisional Cost			
Award Fee			
CPAF	\$43,820,075	\$7,500,000	\$51,320,075

3. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990) is changed to provisionally increase funds as set forth below:

	FROM (Mar 19)	BY	TO
Estimated Cost			
Provisional Cost			
Award Fee			
CPAF	\$43,820,075	\$7,500,000	\$51,320,075

\*The allotment date is through January 2, 2011.

4. The period of performance of this contract has been extended through January 2, 2011.
5. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 20)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable) 432
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY 12257 STATE HWY LITTLETON CO 80127-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 04236	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C	10B. DATED (SEE ITEM 13) 04/02/2009

**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)  
N/A

**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.
	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) ANNOUNCEMENT OF OPPORTUNITY (AO) NNG06DA0020 DATED MAY 1, 2006

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to 1) definitize the Contractor's proposal dated September 15, 2010 for the negotiation of Phase C/D/E for the Mars Atmosphere and Volatile Evolution (MAVEN) Mission; 2) adjust and increase the estimated cost and award fee of the contract; 3) establish base fee and performance incentive fee for the contract; 4) revise the deliverables; 5) update clauses of the basic contract; 6) incorporate additional clauses; and 7) update Section J.1 Attachments List.

Accordingly,

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) Emily Ferriman Contracts Negotiator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sr. Teresa N. Anthony
15B. CONTRACTOR/OFFEROR Emily Ferriman (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Teresa N. Anthony (Signature of Contracting Officer)
15C. DATE SIGNED 12/16/10	16C. DATE SIGNED 12/17/10

1. This modification definitizes the Contractor's proposal dated September 15, 2010 for the negotiation of Phase C/D/E for the Mars Atmosphere and Volatile Evolution (MAVEN) Mission.
2. Clause B.1 is revised to include Alternate I as follows:

**B.1 ESTIMATED COST, BASE FEE, AWARD FEE AND PERFORMANCE INCENTIVE FEE (1852.216-85) (SEP 1993)**

a. The estimated cost of this contract is \$213,513,986. The maximum available award fee for Phases B and C/D/E, excluding base fee and positive performance incentive, if any, is \$10,709,234. The base fee is \$5,741,440. Total estimated cost, base fee, maximum award fee, and maximum positive performance incentive are \$236,982,065.

	FROM	BY	TO
Estimated Cost	(b) (4)		
Provisional Cost Increase			
Maximum Award Fee Available (Phase B)			
Base Fee (Phase CDE)			
Maximum Available Award Fee (Phase CDE)			
Maximum Positive Performance Incentive (Phase CDE)			
<b>TOTAL CPAF (BCDE)</b>	(b) (4)		<b>\$236,982,065</b>

b. The maximum positive performance incentive is (b) (4) . The maximum negative performance incentive is (b) (4) which is equal to the total earned award fee for Phase C/D/E, including base fee. The positive performance incentive and the negative performance incentive are defined and will be paid in accordance with contract clause B.9.

3. Revise Clause B.4 – **SUPPLIES AND/OR SERVICES TO BE PROVIDED** is revised as follows:

ITEM	DESCRIPTION	REFERENCE/ QTY	DELIVERY DATE	SHIPPING CLASS
1	Mission Requirements Document (MRD)/Contract Data Requirements List (CDRL)Requirements/Mission Assurance Requirements (MAR) Deliverables	Clauses C.4 & J.1	Clauses C.4 & J.1	IV
2	Requests for Government Property	Clause G.9	30 days in advance of Acquisition	IV

4	NASA Property in the Custody of Contractors (NASA Form 1018)	NFS 1852.245-73 Clause G.11	Clause G.11	IV
5	Financial Management Reports	Clauses G.9 & G.14	Clauses G.9 & G.14	IV
6	New Technology Reports	Clauses G.3 & G.4	Clauses G.3 & G.4	IV
7	Small Business Subcontracting Reports	Clauses H.8 & I.84/NFS 1852.219-75	Clauses H.8 & I.84/NFS 1852.219-75	IV
8	Material Safety Data Sheets	Clause E.1	Clause E.1	IV
9	Notification of Noncompliance with Safety Standards & Quarterly Health and Safety Reports	Clauses H.2 & H.9	Clauses H.2 NFS 1852.223-70 & H.9	IV
10	Preliminary Design Review (PDR)	Clauses C.4 & J.1	July 2010	IV
11	OCI Avoidance Plan	Clause I.98	March 30, 2009	IV
12	IT Security Plan & Assessment Plans	Clause I.94	July 2009	IV
13	Level of Effort for Special Studies	See Clause B.7	As stipulated in the individual Task assignments	IV
14	Platinum Resistance Thermometers (PRTs)	SOW 1.3.5/ 70	October 1, 2010	I
15	Integrated Baseline Review (IBR)	I.101	Within 180 calendar days after issuance of Phase C/D/E modification	IV
16	EVMS Reports	Clause I.101/CDRL PM-8	Monthly following the month of the establishment of the PMB	IV
17	Critical Design Review (CDR)	SOW C.4 & J.1	July 2011	IV
18	Software Data Package	SOW 6.2.2.1.3	Mission CDR-10 days	III
19	Mechanical Ground Support Equipment (GSE)	SOW 6.2.5	Start of ATLO (Sept 2012)	I
20	Electrical Ground Support Equipment (EGSE)	SOW 6.2.5	Start of ATLO (Sept 2012)	I
21	Support Ground Systems Development	SOW 6.3.1	Start of ATLO (Sept 2012)	II
22	MAVEN Spacecraft Operations	SOW 14.2.1	From Launch through October 8, 2015 (Completion of Contract)	III
23	Ship flight Spacecraft to KSC	Phase C/D/E SOW 17.1	8/13/2013	I

4. Revise Clause B.7 as follows:

#### **B.7 LEVEL OF EFFORT FOR SPECIAL STUDIES**

The Contracting Officer may issue task assignments for special studies related to new/potential requirements for the MAVEN mission, or alternatives to existing requirements which are not in the current MAVEN baseline. The Contractor shall perform the studies described in the task assignments, delivering at least (b) (4) but not more than (b) (4) direct productive hours by professional scientists or engineers, a range that represents a target level of effort of (b) (4) hours plus or minus 10 percent.

The Contractor shall perform the special studies in response to task assignments that are issued by the Contracting Officer within the period of the contract, using level-of-effort hours to deliver reports as stipulated in the task assignments. Each task assignment shall contain the following elements:

- Description of study objectives and the study effort the contractor is to perform
- Preliminary estimate of the number of hours for the study effort and the schedule for completion
- Ceiling cost for the study effort

The Contractor will not exceed the ceiling cost for performance of a task assignment without authorization from the Contracting Officer.

The Contractor shall address each active task assignment in technical reporting submitted under the contract. NASA Form 533 financial management reports shall contain a summary for the task assignments issued under this clause as well as a separate report for each active task assignment.

The level of effort stipulated herein may be increased or decreased using the Changes clause of the contract.

(End of clause)

5. Insert Clause B.9 – **PERFORMANCE INCENTIVE (1852.216-88) (JAN 1997)** into the contract as follows:

**(a) A performance incentive applies to the following hardware item(s) delivered under this contract:**

***MAVEN Phase CDE “MAVEN Spacecraft Segment” – On-orbit performance of the MAVEN Spacecraft Segment will be measured by the following performance requirements:***

- (1) Mission Lifetime*
- (2) Downlink Data Volume*
- (3) Availability of the Spacecraft to Conduct Science Operations*
- (4) Execution of Deep Dip Profiles*
- (5) Transition from Cruise to Science Operations*

The performance incentive will measure the performance of those items against the salient hardware performance requirement, called “unit(s) of measurement,” e.g., months in service or amount of data transmitted, identified below. The performance incentive becomes effective upon acceptance of the MAVEN spacecraft (liftoff). It includes a standard performance level, a positive incentive, and a negative incentive, which are described in this clause.

(b) **Standard performance level.** At the standard performance level, the Contractor has met the contract requirement for the unit of measurement. Neither positive nor negative incentives apply when this level is achieved but not exceeded. The standard performance level for each of the performance requirements is established as follows:

<b>Definition of Standard Level Performance</b>		
<b>ID No.</b>	<b>Performance Requirement (PR)</b>	<b>Standard Performance Level</b>
1	Science Mission Lifetime	MAVEN spacecraft is available to take science measurements for 90 Earth days beginning at the start of science mapping. The methodology for determining the projected science mission lifetime (including the assumed minimum level of Flight Segment performance that must be sustained throughout the science mission lifetime) shall be the Government-approved methodology documented by the Contractor in the Science Mission Lifetime Report DRD PM-30.
2	Downlinked Data Volume	The available data volume is equal to 40 Gb (this equates to 5.8 kb per sec measured over the 90 Earth day science mission lifetime).
3	Spacecraft Availability to Conduct Science Operations	After configuring for science data gathering, the spacecraft is available to conduct science operations for 81 days out of the time designated for science operations (this corresponds to an availability of 90% of the 90 day standard mission lifetime).
4	Execution of Deep Dip Profile	MAVEN spacecraft executes one "deep-dip" campaign, as described in Appendix B-9 to the Mars Exploration Program Plan Program-Level Requirements for the Mars Atmosphere and Volatile Evolution (MAVEN) Mission MAVEN-PM-RQMT-0007 Section 4.2.1.2, lasting 20 orbits. Autonomous spacecraft safing in response to abnormal atmospheric conditions shall be considered a successful deep dip for these incentive provisions.
5	Transition from Cruise to Science Operations	MAVEN spacecraft executes a Mars Orbit Insertion (MOI) that successfully captures into Mars Orbit.

(c) **Positive incentive.** The Contractor earns a separate positive incentive amount for each performance requirement listed in paragraph (a) of this clause when the standard performance level for that item is exceeded. The amount earned for each item varies with the units of measurement achieved, up to a maximum Positive

Performance Incentive Fee (PIIF) amount, set forth in Clause B.1 of the contract. The units of measurement and the associated PPIF for each performance requirement are shown below:

<b>Definition of Maximum Performance Level and Allocation of Positive Performance Incentive Fee (PPIF)</b>			
<b>ID No.</b>	<b>Performance Requirement (PR)</b>	<b>Maximum Performance Level</b>	<b>PPIF Allocation</b>
1	Science Mission Lifetime	(b) (4)	(b) (4) of the Total PPIF set forth in Clause B.1
2	Downlinked Data Volume	(b) (4)	(b) (4) of the Total PPIF set forth in Clause B.1
3	Spacecraft Availability	(b) (4)	(b) (4) of the

	to Conduct Science Operations	(b) (4)	Total PPIF set forth in Clause B.1
4	Execution of Deep Dip Profile	(b) (4)	(b) (4) of the Total PPIF set forth in Clause B.1
5	Transition from Cruise to Science Operations	Positive incentive will be earned if the MAVEN spacecraft successfully executes a	(b) (4) of the Total PPIF set

		(b) (4)	forth in Clause B.1
--	--	---------	---------------------

**(d) Negative incentive.** The Contractor will pay to the Government a negative incentive amount for each hardware item that fails to achieve the standard performance level. The amount to be paid for each item varies with the units of measurement achieved, up to the maximum Negative Performance Incentive Fee (NPIF) defined as the total award fee earned under Phase CDE (inclusive of base fee), as set forth in Clause B.1 of the contract. The units of measurement and the associated NPIF for each performance requirement are shown below:

<b>Definition of Negative Performance Level and Allocation of Negative Performance Incentive Fee (NPIF)</b>			
<b>ID No.</b>	<b>Performance Requirement (PR)</b>	<b>Negative Performance Level</b>	<b>NPIF Allocation</b>
1	Science Mission Lifetime	(b) (4)	(b) (4) of the Total NPIF set forth in Clause B.1
2	Downlinked Data Volume	(b) (4)	(b) (4) of the Total NPIF set forth in Clause B.1

		Number of Gb Achieved)	
3	Spacecraft Availability to Conduct Science Operations	(b) (4)	(b) (4) of the Total NPIF set forth in Clause B.1
4	Execution of Deep Dip Profile	(b) (4)	(b) (4) of the Total NPIF set forth in Clause B.1
5	Transition from Cruise to Science Operations	(b) (4)	(b) (4) of the Total NPIF set forth in Clause B.1

**(e) The final calculation of positive or negative performance incentive amounts shall be done when performance (as defined by the unit of measurement) ceases or when the maximum positive incentive is reached.**

(1) When the Contracting Officer determines that the performance level achieved fell below the standard performance level, the Contractor will either pay the amount due the Government or credit the next payment voucher for the amount due, as directed by the Contracting Officer.

(2) When the performance level exceeds the standard level, the Contractor may request payment of the incentive amount associated with a given level of performance, provided that such payments shall not be more frequent than monthly. When performance ceases or the maximum positive incentive is reached, the Government shall calculate the final performance incentive earned and unpaid and promptly remit it to the contractor.

(f) **If performance cannot be demonstrated**, through no fault of the Contractor, within 15 months after the date of hardware acceptance by the Government, the Contractor will be paid the same percentage of the maximum performance incentive as the percentage of the total award fee earned for Phase C/D/E under the contract, upon contract completion.

(g) **The decisions made as to the amount(s) of positive or negative incentives are subject to the Disputes clause.**

(End of clause)

6. Revise Clause C.3 as follows:

**C.3 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (MAR 2008)**

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data General clause, specified elsewhere in this contract, except for the following:

Technical Data to be Furnished with Restrictions	Basis of Assertion	Asserted Rights Category	Name of Party Asserting Restrictions
(b) (4)	Developed exclusively at private expense	Limited	(b) (4)
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developing exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	

(b) (4)	Developed exclusively at private expense	Limited	(b) (4)
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developing exclusively at private expense	Limited	
	Developing exclusively at private expense	Limited	
	Developed exclusively at private expense	Restricted	
	Developed exclusively at private expense	Restricted	
	Developed exclusively at private expense	Restricted	
Developed exclusively at private expense	Restricted		





(b) (4)	Developed exclusively at private expense	Restricted	(b) (4)
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	
	Developed exclusively at private expense	Limited	

(End of clause)

7. Insert Clause D.1 into the contract as follows:

**D.1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70) (SEPT 2005)**

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

8. Revised Clause E.4 as follows:

**E.4 ACCEPTANCE--LOCATIONS (GSFC 52.246 93) (APR 2008)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

<u>Authorized Item</u>	<u>Location</u>	<u>Representative</u>
Flight Hardware	KSC	COTR or Designative Representative
Mechanical & Electrical Ground Equipment	In place at Contractor's Facility	COTR or Designative Representative
Ground Systems Development	In place at Contractor's Facility	COTR or Designative Representative
Reports/Documentation	GSFC	COTR/CO

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

9. Insert Clause E.7 into the contract as follows:

**E.7 MATERIAL INSPECTION & RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)**

<b>DESCRIPTION</b>
Deliverable Items List and Schedule (DILS)
NASA Property in the Custody of Contractors (NASA Form 1018)
Financial Management Reports/EVM Reporting
New Technology Reports
Small Business Subcontracting Reports
Material Safety Data Sheets
Notification of Noncompliance with Safety Standards & Quarterly Health and Safety Reports
Preliminary Design Review (PDR)
Critical Design Review (CDR)

(End of clause)

10. Revise Clause F.3 as follows:

**F.3 ADVANCE OF SHIPMENT (1852.274-72) (OCT 1988)**

Ten (10) calendar days prior to shipping item(s) identified below, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to Contracting Officer's Technical Representative and to the Contracting Officer.

MAVEN Spacecraft to Kennedy Space Flight Center (KSC)

(End of clause)

11. Delete Clause F.4 – PERIOD OF PERFORMANCE and replace as follows:

**F.4 RESERVED**

12. Revise Clause F.6 as follows:

**F.6 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247 94) (JUN 2006)**

Shipments of the items required under this contract shall be to:

**Documentation/Reports:**

Receiving Officer  
Building 16W  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for:  
NASA/GSFC  
COTR/Code (As delegated by the Contracting Officer)  
Greenbelt, MD 20771

**Flight Hardware:**

Kennedy Space Flight Center  
Marked for: COTR or Designated Representative

**Ground System Equipment:**

In place at Contractor's facility  
Marked for: COTR or Designated Representative

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

13. Revise Clause G.4 as follows:

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

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Ownership by the Contractor," 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	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent Representative	140.1	Goddard Space Flight Center Representative Greenbelt, MD 20771

(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--Ownership by the Contractor " 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)

14. Insert Clause H.13 as follows:

**H.13 LAUNCH DELAY (GSFC 52.243-91) (FEB 1991)**

The delivery schedule and/or period of performance of this contract is based upon a spacecraft launch date of November 18, 2013. In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to and adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of clause)

13. Revise Clauses contained in Section I, NASA FAR CLAUSES INCORPORATED BY REFERENCE as follows:

**I.4 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**

**I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

- I.18 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I (OCT 2004)**
- I.21 52.219-8 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)**
- I.22 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010) - ALTERNATE II (OCT 2001)**
- I.28 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)**
- I.31 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)**
- I.32 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**
- I.33 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)**
- I.34 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**
- I.39 52.225-8 DUTY-FREE ENTRY (OCT 2010)**
- I.47 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**
- I.49 52.232-17 INTEREST (OCT 2010)**
- I.52 52.232-25 PROMPT PAYMENT (OCT 2008) ALTERNATE I (FEB 2002)**
- I.65 52.244-2 SUBCONTRACTS I.66 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) (OCT 2010)**
- I.67 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2010) ALTERNATE (JUN 2010)**
- I.68 52.245-1 GOVERNMENT PROPERTY (AUG 2010) ALTERNATE I (AUG 2010)**
- I.69 52.245-9 USE AND CHARGES (AUG 2010)**
- I.75 52.248-1 VALUE ENGINEERING (OCT 2010)**
- I.78 52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)**

(End of clause)

14. Revise Clause I.94 as follows:

**I. 94 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (OCT 2009) (Deviation)**

(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 subcontractors 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: [www.nasa.gov/offices/ocio/itsecurity/index.html](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.

(4) IT Security Plan -- this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and 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 website 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.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

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)

15. Insert Clause I.100 as follows:

**I.100 EARNED VALUE MANAGEMENT SYSTEM (1852.234-2) (NOVEMBER 2006)**

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines specified in the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) - 748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and

(2) Earned Value Management procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) required by the contract.

(b) If, at the time of award, the Contractor's EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in the ANSI/EIA-748 Standard (current version at the time of award), the Contractor shall apply the system to the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contractor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fee.

(c) The Government will conduct Integrated Baseline Reviews (IBRs). Such reviews shall be scheduled and conducted as early as practicable, and if a pre-award IBR has not been conducted, a post-award IBR should be conducted within 180 calendar days after contract award, or the exercise of significant contract options, or within 60 calendar days after distribution of a supplemental agreement that implements a significant funding realignment or effects a significant change in contractual requirements (e.g., incorporation of major modifications). The objective of IBRs is for the Government and the Contractor to jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(d) Unless a waiver is granted by the Cognizant Federal Agency, Contractor proposed EVMS changes require approval of the Cognizant Federal Agency prior to implementation. The Cognizant Federal Agency shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the Cognizant Federal Agency, the Contractor shall disclose EVMS changes to the Cognizant Federal Agency at least 14 calendar days prior to the effective date of implementation.

(e) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. Access is to permit Government surveillance to ensure that the Contractor's EVMS complies, and continues to comply, with the EVMS guidelines referenced in paragraph (a) of this clause, and to demonstrate—

(1) Proper implementation of the procedures generating the cost and schedule information being used to satisfy the contract data requirements;

(2) Continuing application of the accepted company procedures in satisfying the CPR required by the contract through recurring program/project and contract surveillance; and

(3) Implementation of any corrective actions identified during the surveillance process.

(f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

(1) For subcontracts with an estimated dollar value of \$50M or more, the following subcontractors shall comply with the requirements of this clause.

(Contracting Officer to insert names of subcontractors or subcontracted effort).

---

---

---

---

(2) For subcontracts with an estimated dollar value of less than \$50M, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

(Contracting Officer to insert names of subcontractors or subcontracted effort.)

---

---

---

---

(g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any undefinitized contract actions.

(End of clause)

16. Insert Clauses By Reference as follows:

- I.101 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)**
- I.102 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**
- I.103 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDERS THE NATIONAL LABOR RELATIONS ACT (JUN 2010)**
- I.52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEPT 2010)**

17. Revise Clause J.1 – LIST OF ATTACHMENTS as follows:

The following documents are attached are being revised and incorporated into the contract as follows:

<b>Attachments</b>	<b>Description</b>	<b>Date</b>
A-1	Statement of Work (SOW) - Phase B only	January 28, 2010
A-2	Statement of Work (SOW) - Phase C/D/E	October 14, 2010
B	Financial Reporting Requirements	March 26, 2009
C	Small Business Subcontracting Plan	March 22, 2010
D	Safety and Health Plan	March 30, 2009
E	IT Security Plan	July 9, 2010
F	Organizational Conflict of Interest Avoidance Plan (OCI)	March 30, 2009
G	MAVEN Mission Requirements Document (MRD)	July 24, 2008
H	Applicable/Reference Documents List	March 27, 2009
I	Contract Data Requirements List (CDRLs)	November 16, 2010
J	Mission Operations Requirements (MOR)	March 30, 2009
K	Government Furnished Property List (GFP)	December 13, 2010
L	Mission Assurance Requirements (MAR)	December 10, 2007
M	Personal Identity Verification (PIV) Card Issuance Procedures	March 27, 2009

(End of clause)

18. In consideration of the modification agreed to herein as complete equitable adjustment for the change described above as per Contractor's, "MAVEN Phase C/D/E Proposal (2010-SEP-CP-0291 MAVEN Phase C/D/E Proposal dated 3/16/10, 201-SEP-CP-0255 Updated MAVEN Phase C/D/E Proposal dated 8/13/10, 2010-SEP-CP-0264 MAVEN Phase C/D/E Proposal Cost Update and Fact Finding Response dated 8/23/10, 2010-SEP-CP-0273 Response To GSFC Preliminary Position dated 8/30/10, 2010-SEP-CP-0281 Updated MAVEN Phase C/D/E Proposal dated 9/7/10, 2010-SEP-CP-97 Updated MAVEN Phase C/D/E Proposal dated 9/15/10, 2010-SEP-CP-0355 MAVEN Phase C/D/E Disclosure dated 11/9/10), the Contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts and circumstances giving rise to aforementioned proposal.

19. All other terms and conditions remain unchanged and in full force and effect.

(End of Modification 21)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. <b>00022</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>NASA Goddard Space Flight Center Procurement Operations Division</b>	CODE <b>210.S</b>	7. ADMINISTERED BY (If other than Item 6) <b>NASA/Goddard Space Flight Center Space Sciences Procurement Office</b>	CODE <b>210.S</b>	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) <b>LOCKHEED MARTIN CORP. 1257 STATE HWY LITTLETON CO 80127-0000</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNG09EK34C</b>
			10B. DATED (SEE ITEM 13) <b>04/02/09</b>
CODE <b>04235</b>	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 one (1) copy 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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****BNC: GJE****PR: N/A****AMT: \$880,247 \* Funds Already Available on Contract \*****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 <b>NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEPT 1993)</b>

**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.)**

This modification adjusts Clause B.1 - Estimated Cost and award fee (1852.216-85) (SEPT 1993) of the contract for the amount of award fee earned from April 2, 2010 - October 31, 2010. NASA Goddard Space Flight Center has determined that Lockheed Martin has earned an award fee of \$880,247 (approximately of 93% of the available Phase B, Period 2 Award Fee) has been earned for this period.

POC: Amy Aqueche. Email: [amy.a.aqueche@nasa.gov](mailto:amy.a.aqueche@nasa.gov)

Continued....

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) <b>Amy A. Aqueche</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <b>Amy A. Aqueche</b> (Signature of Contracting Officer)	16C. DATE SIGNED <b>01/07/11.</b>
(Signature of person authorized to sign)			

1. The Government has determined that the Contractor earned an award fee of [REDACTED] the period of April 1, 2010 through October 31, 2010, Evaluation Period 2 (Phase B). This earned amount represents 93% of the [REDACTED] available for Evaluation Period 2.

2. An amount of [REDACTED] of award fee has been paid to the Contractor to date for Evaluation Period 2. Thus, a net amount of [REDACTED] shall be paid to the Contractor upon execution of this modification by the Contracting Officer.

3. The Government has also determined that earned award fee for Periods 1 and 2, \$2,227,898 in total, represents the final award fee determination for Phase B, made in accordance with the Performance Evaluation Plan for the Risk Reduction Phase and Phase B of the contract. Unearned award fee in the amount of \$188,235 will not be made available in Phase CDE evaluation periods.

4. In recognition of the foregoing, Clause B.1, Estimated Cost and Award Fee (1852.216-85) (SEPT 1993) is revised as follows:

- a. In paragraph a., change the "maximum available award fee for Phases B and CDE, excluding base fee and positive performance incentive," by removing [REDACTED] in unearned award fee for Phase B, reducing the total amount from [REDACTED].
- b. Revise the table contained in paragraph a. by changing the title "Maximum Award Fee Available (Phase B)" to read "Maximum/Final Award Fee (Phase B)" and by making the reduction described above, as follows:

Estimated Cost	(b) (4)	
Maximum/Final Award Fee (Phase B)		
Base Fee (Phase CDE)		
Maximum Available Award Fee (Phase CDE)		
Maximum Positive Performance Incentive (Phase CDE)		
<b>TOTAL CPAF (BCDE)</b>	(b) (4)	<b>\$236,793,830</b>

\* Unearned total award fee for Phase B. This amount shall remain unearned for the life of the contract.

**END OF MODIFICATION**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>00023</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>4200370629</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>NASA Goddard Space Flight Center Procurement Operations Division</b>		7. ADMINISTERED BY (If other than Item 6) <b>NASA/Goddard Space Flight Center Space Sciences Procurement Office</b>	CODE <b>210.S</b>	CODE <b>210.S</b>
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>LOCKHEED MARTIN CORP. 1257 STATE HWY LITTLETON CO 80127-0000</b>			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNG09EK34C</b>
				10B. DATED (SEE ITEM 13) <b>04/02/09</b>
CODE <b>04235</b>	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 one (1) copy 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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**BNC: GJE                      PR: 4200370629                      AMT: \$16,700,000**

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority <b>NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)</b>

**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 provide additional funding for continued contract performance.

POC: Amy Aqueche. Email: [amy.a.aqueche@nasa.gov](mailto:amy.a.aqueche@nasa.gov)

Continued....

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) <b>Amy A. Aqueche</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED <b>01/07/11</b>
_____ (Signature of person authorized to sign)		BY <u><i>Amy A. Aqueche</i></u> (Signature of Contracting Officer)	

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised to increase funds as set forth below:

	FROM (Mar 2011)	BY	TO
Estimated Cost			
Base Fee			
Award Fee			
CPAF	\$51,320,075	\$16,700,000	68,020,075

\*The allotment date is through March 4, 2011.

2. The period of performance of this contract has been extended through March 4, 2011.
3. All other terms and conditions remain unchanged and in full force and effect.

END MODIFICATION

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>00024</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (if applicable)		
6. ISSUED BY <b>NASA Goddard Space Flight Center Procurement Operations Division</b>		CODE <b>210.S</b>	7. ADMINISTERED BY (if other than item 6) <b>NASA/Goddard Space Flight Center Space Sciences Procurement Office</b>		CODE <b>210.S</b>
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)  <b>LOCKHEED MARTIN CORP. 1257 STATE HWY LITTLETON CO 80127-0000</b>				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNG09BK34C</b>
					10B. DATED (SEE ITEM 13) <b>04/02/09</b>
CODE <b>04235</b>	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 one (1) copy 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)  
**BNC: GJE      PR: N/A      AMT: \$448,953 \* Funds Already Available on Contract \***

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

(4)	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 data, 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) <b>NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEPT 1993)</b>

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.)  
**This modification provides for corrections to items 2 and 4.(a) of the award fee modification 00022 and deletes item 2 of modification 00023.**

POC: Amy Aqueche. Email: [amy.a.aqueche@nasa.gov](mailto:amy.a.aqueche@nasa.gov)

Continued....

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Amy A. Aqueche</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED <b>01/26/11</b>
_____ (Signature of person authorized to sign)		BY <u><i>Amy A. Aqueche</i></u> (Signature of Contracting Officer)	

1. Item 2 of the award fee modification #00022 is hereby revised to reflect a correction to the net amount due to the contractor. By execution of modification 22, the contractor was paid [REDACTED] earned award fee for Phase B, Period 2. Thus, a net amount of [REDACTED] will be paid to the Contractor upon execution of this modification by the Contracting Officer, bringing the total amount to \$2,227,898, which is the total amount due in Phase B, inclusive of periods 1 and 2.

2. Paragraph 4(a) of the award fee modification #00022 is hereby revised to reflect a correction in the figures and shall now read as follows:

- a. In paragraph a., change the "maximum available award fee for Phases B and CDE, excluding base fee and positive performance incentive," by removing [REDACTED] unearned award fee for Phase B, reducing the total amount from [REDACTED] to [REDACTED].

3. Item 2 of modification #00023 annotating a period of performance is hereby deleted.

**END OF MODIFICATION**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 00025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200374828		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Goddard Space Flight Center Procurement Operations Division		CODE 210.S	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Space Sciences Procurement Office	

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) LOCKHEED MARTIN CORP. 1257 STATE HWY LITTLETON CO 80127-0000		(4)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG09EK34C
			10B. DATED (SEE ITEM 13) 04/02/09
CODE 04235	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 one (1) copy 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 DATA 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 data specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

BNC: GJE PR: 4200374828 AMT: \$2,500,000.00

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

(4)	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) NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

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 provide additional funding for continued contract performance.

POC: Amy Aqueche. Email: [amy.a.aqueche@nasa.gov](mailto:amy.a.aqueche@nasa.gov)

Continued....

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Amy A. Aqueche	
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 02/11/11

1. Revise Clause B.3 – CONTRACT FUNDING (1852.232-81) (JUN 1990) is revised to increase funds as set forth below:

	FROM	BY	TO
Estimated Cost	(b) (4)		
Base Fee			
Award Fee			
CPAF	68,020,075	\$2,500,000	\$70,520,075

\*The allotment date is through March 15, 2011.

2. All other terms and conditions remain unchanged and in full force and effect.

END MODIFICATION