

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE 09/26/2012		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

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: \$1,421,713.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) 1852.232-77, Limitation of Funds

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

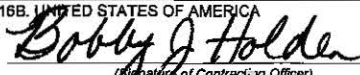
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$1,421,713 from \$365,000 to \$1,786,713. The anticipated fund through date is changed from October 12, 2012 to March 15, 2013.
2. Slip sheets to the contract are provided with sidebars indicating change.
- H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.
3. All other terms and conditions remain unchanged and in full force and effect.

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/26/2012

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action New Total Amount for this Version: \$13,722,753.00 New Total Amount for this Award: \$51,586,903.00 Obligated Amount for this Modification: \$1,421,713.00 New Total Obligated Amount for this Award: \$1,786,713.00 Incremental Funded Amount changed: from \$365,000.00 to \$1,786,713.00</p> <p>Obligated Amount for this modification: \$1,353,713.00</p> <p>Incrementally Funded through date changed from 10/12/2012 to 03/15/2013</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>PR # 4200453191</p> <p>Account code: 62ZP11/6100.2511/62/FC000000/389018.02.14.01.04/00 0/2510/62/SCEX22012D/389A/1/2 Cost Center 62ZP11 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$72,000.00</p> <p>PR #4200452570</p> <p>Account code: 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22012D/277J/1/2 Cost Center 62ZP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$3,000.00</p> <p>Account code: 62ZP30/6100.2511/62/FC000000/694066.01.08.01/000/2 510/62/SPTX22012D/425W/2/233 Cost Center 62ZP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,377.00 Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2 510/62/SPTX22012D/277J/3/333 Cost Center 62ZP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$1,630.00 Account code: 62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCEX22012D/881D/4/432 Cost Center 62FP21 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$23,600.00 NEW ACCOUNTING CODE ADDED: Account code: 62FP22/6100.2511/FC000000/956220.01.01.05.02.0/2/0 00/2510/62/EXPX22012D/547E Cost Center 62FP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$49,315.00 Account code: 62XP03/6100.2511/62/FC000000/573754.01.02.05.04/00 0/2510/62/EXPX22012D/719V/6/627 Cost Center 62XP03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$7,000.00 Account code: 62CS20/6100.2511/62/FC000000/709031.02.08.03/000/2 510/62/EXPX22012D/719V/7/723 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$6,998.00 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0/2510/62/CASX12012D/361N/8/818 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00 Account code: 62FP22/6100.2511/62/FC000000/475053.01.08.05/000/2 510/62/SPTX22012D/277J/9/819 Cost Center 62FP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$101,000.00 PR # 4200452568 Account code: 62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCSX22012D/881D/1/2 Cost Center 62FP21 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$43,400.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/383807.02.01.05/000/2 510/62/SCSX22012D/728A/2/3 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$13,000.00 Account code: 62CS20/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22012D/719V/3/4 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$32,998.00 Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.73/00 0/2510/62/SCSX22012D/515A/4/5 Cost Center 62CS30 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$52,269.00 NEW ACCOUNTING CODE ADDED: Account code: 62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2 510/62/SPTX22012D/277J/5/6 Cost Center 62ZP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$3,080.00 Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22012D/733B/6/7 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$35,000.00 Account code: 62CS20/6100.2511/62/FC000000/709031.02.08.03/000/2 510/62/EXPX22012D/719V/7/8 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$16,000.00 Account code: 62XP03/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22012D/719V/8/9 Cost Center 62XP03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$149,000.00 PR # 4200453395 Account code: 62CS01/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX12012D/361N/1/2 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: \$296,951.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX12012D/361N/2/3 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$316,743.00 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX12012D/361N/3/4 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$82,727.00 Account code: 62CS20/6100.2511/62/FC000000/725932.08.01.02.06/00 0/2510/62/EXCX22012D/421A/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$3,625.00 Account code: 62CS20/6100.2511/62/FC000000/573754.11.08/000/2510 /62/EXPX22012D/719V/5/6 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$24,000.00 PR #4200452531 Accounting Info: 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22012D/277J/1/2 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 114772.09.08 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 277J Funded: \$4,000.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 62ZP30/6100.2511/62/FC000000/694066.01.08.01/000/2 510/62/SPTX22012D/425W/2/3 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 694066.01.08.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 425W Funded: \$4,000.00				
	Accounting Info: 62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCEX22012D/881D/3/4 Cost Center: 62FP21 GI Account: 6100.2511 Order: FC000000 WBS Element1: 714607.01.05.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SCEX22012D Functional Area: 881D Funded: \$10,000.00				
	Accounting Info: 62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22012D/334L/4/5 Cost Center: 62FP22 GI Account: 6100.2511 Order: FC000000 WBS Element1: 465372.01.08.05 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 334L Funded: \$5,000.00				
	Accounting Info: 62CS20/6100.2511/62/FC000000/735248.01.08/000/2510 /62/AERX22012D/071M/5/6 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 735248.01.08 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: AERX22012D Functional Area: 071M Funded: \$15,000.00				
	Accounting Info: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22012D/733B/6/7 Cost Center: 62EO03 GI Account: 6100.2511 Order: FC000000 WBS Element1: 769347.05.08.07.01.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXCX22012D Functional Area: 733B Funded: \$5,000.00				
	Accounting Info: Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62XP03/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22012D/719V/7/8 Cost Center: 62XP03 GI Account: 6100.2511 Order: FC000000 WBS Element1: 585777.01.01.02 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXPX22012D Functional Area: 719V Funded: \$15,000.00 Accounting Info: 62CS01/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX12012D/361N/8/9 Cost Center: 62CS01 GI Account: 6100.2511 Order: FC000000 WBS Element1: 736466.01.04.08.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: CASX12012D Functional Area: 361N Funded: \$10,000.00 Payment Terms: Net 30 days FOB: Destination				
017	Mission Base Travel and Training Obligations Incrementally Funded Amount: (b)(4) Requisition No: 4200452531 Accounting Info: 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22012D/277J/1/2 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 114772.09.08 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 277J Funded: \$4,000.00 Accounting Info: 62ZP30/6100.2511/62/FC000000/694066.01.08.01/000/2 510/62/SPTX22012D/425W/2/3 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 694066.01.08.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 425W Funded: \$4,000.00 Accounting Info: 62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCEX22012D/881D/3/4 Cost Center: 62FP21 GI Account: 6100.2511 Order: FC000000 WBS Element1: 714607.01.05.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SCEX22012D Functional Area: 881D Continued				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$10,000.00 Accounting Info: 62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22012D/334L/4/5 Cost Center: 62FP22 GI Account: 6100.2511 Order: FC000000 WBS Element1: 465372.01.08.05 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 334L Funded: \$5,000.00 Accounting Info: 62CS20/6100.2511/62/FC000000/735248.01.08/000/2510 /62/AERX22012D/071M/5/6 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 735248.01.08 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: AERX22012D Functional Area: 071M Funded: \$15,000.00 Accounting Info: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22012D/733B/6/7 Cost Center: 62EO03 GI Account: 6100.2511 Order: FC000000 WBS Element1: 769347.05.08.07.01.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXCX22012D Functional Area: 733B Funded: \$5,000.00 Accounting Info: 62XP03/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22012D/719V/7/8 Cost Center: 62XP03 GI Account: 6100.2511 Order: FC000000 WBS Element1: 585777.01.01.02 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXPX22012D Functional Area: 719V Funded: \$15,000.00 Accounting Info: 62CS01/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX12012D/361N/8/9 Cost Center: 62CS01 GI Account: 6100.2511 Order: FC000000 WBS Element1: 736466.01.04.08.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: CASX12012D Functional Area: 361N Funded: \$10,000.00				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$1,786,713 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE 10/30/2012		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

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: \$319,620.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) 1852.232-77, Limitation of Funds

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:

1. Increase Total funds Allotted in the amount of \$319,620 ((b)(4) allocated to Materials and (b)(4) allocated to Travel and Training) from \$1,505,793 to \$1,825,413. The anticipated fund through date is March 15, 2013.

2. Slip sheets to the contract are provided with sidebars indicating change.

H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.

Pages Deleted Pages Added

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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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Bobby J Holden</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/30/2012

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>H-8 (MOD 2) H-8 (MOD 3)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$319,620.00 New Total Obligated Amount for this Award: \$1,825,413.00</p> <p>PR # 4200455781</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCEX22012D/881D/3/4 Cost Center 62FP21 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00</p> <p>Account code: 62ZP30/6100.2511/62/FC000000/694066.01.08.01/000/2 510/62/SPTX22012D/425W/2/3 Cost Center 62ZP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$4,000.00</p> <p>Account code: 62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22012D/334L/4/5 Cost Center 62FP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$5,000.00</p> <p>Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22012D/733B/5/6 Continued</p>				

NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62E003 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$5,000.00 Account code: 62XP03/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22012D/719V/6/7 Cost Center 62XP03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$15,000.00 Account code: 62CS01/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX12012D/361N/7/8 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00 Percent: 2.85714 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22012D/277J/1/2 Cost Center 62ZP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$4,000.00 Percent: 1.14286 Subject To Funding: Payment Address: Payment Terms: Net 30 days FOB: Destination				
018	Base Period Materials and Supplies Obligations Only Incrementally Funded Amount: (b)(4) Requisition No: 4200453800, 4200455839 Accounting Info: Continued				(b)(4)

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22012D/277J/1/2 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 114772.09.08 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 277J Funded: \$3,000.00 Accounting Info: 62ZP30/6100.2511/62/FC000000/694066.01.08.01/000/2 510/62/SPTX22012D/425W/2/3 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 694066.01.08.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 425W Funded: \$10,377.00 Accounting Info: 62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2 510/62/SPTX22012D/277J/3/4 Cost Center: 62ZP30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 295670.01.08.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 277J Funded: \$1,630.00 Accounting Info: 62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCEX22012D/881D/4/5 Cost Center: 62FP21 GI Account: 6100.2511 Order: FC000000 WBS Element1: 714607.01.05.01 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SCEX22012D Functional Area: 881D Funded: \$23,600.00 Accounting Info: 62CS20/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22012D/719V/5/6 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 585777.01.01.02 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXPX22012D Functional Area: 719V Funded: \$14,142.00 Accounting Info: 62CS20/6100.2511/62/FC000000/735248.01.08/000/2510 /62/AERX22012D/071M/6/7 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 735248.01.08 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: AERX22012D Functional Area: 071M Funded: \$15,000.00 Accounting Info: 62FP22/6100.2511/62/FC000000/475053.01.08.05/000/2 510/62/SPTX22012D/277J/7/8 Cost Center: 62FP22 GI Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account: 6100.2511 Order: FC000000 WBS Element1: 475053.01.08.05 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SPTX22012D Functional Area: 277J Funded: \$101,000.00 Accounting Info: 62FP22/6100.2511/62/FC000000/956220.01.01.05.02.0/ 2/000/2510/62/EXPX22012D/547E/8/9 Cost Center: 62FP22 GI Account: 6100.2511 Order: FC000000 WBS Element1: 956220.01.01.05.02.0 WBS Element2: 2 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXPX22012D Functional Area: 547E Funded: \$49,315.00 Accounting Info: 62XP03/6100.2511/62/FC000000/573754.01.02.05.04/00 0/2510/62/EXPX22012D/719V/9/10 Cost Center: 62XP03 GI Account: 6100.2511 Order: FC000000 WBS Element1: 573754.01.02.05.04 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXPX22012D Functional Area: 719V Funded: \$8,000.00 Accounting Info: 62CS20/6100.2511/62/FC000000/709031.02.08.03/000/2 510/62/EXPX22012D/719V/10/11 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 709031.02.08.03 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: EXPX22012D Functional Area: 719V Funded: \$6,998.00 Accounting Info: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX12012D/361N/11/12 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 736466.01.04.08.02 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: CASX12012D Functional Area: 361N Funded: \$10,000.00 Accounting Info: 62CS30/6100.2511/62/FC000000/736466.01.09.08.05.5/ 3/000/2510/62/CASX12012D/361N/2/3 Cost Center: 62CS30 GI Account: 6100.2511 Order: FC000000 WBS Element1: 736466.01.09.08.05.5 WBS Element2: 3 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: CASX12012D Functional Area: 361N Funded: \$6,060.00 Accounting Info: 62CS20/6100.2511/62/FC000000/432938.09.01.08.12.3/ 4/000/2510/62/CASX12012D/361N/3/4 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 432938.09.01.08.12.3 WBS Element2: 4 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: CASX12012D Functional Area: 361N Funded: \$11,553.00 Accounting Info: 62CS20/6100.2511/62/FC000000/962880.08.03/000/2510 /62/SCEX22012D/6460/1/2 Cost Center: 62CS20 GI Account: 6100.2511 Order: FC000000 WBS Element1: 962880.08.03 Item Number: 000 Commitment Item: 2510 Funds Center: 62 Fund: SCEX22012D Functional Area: 6460 Funded: \$5,945.00				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$1,825,413 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$1,505,793
This Action				\$319,620
New Amount				\$1,825,413

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000004		3. EFFECTIVE DATE 12/20/2012		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 02229 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$863,288.00

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) NFS 1852.232-77, Limitation of Funds Clause

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:

1. Increase Total funds Allotted in the amount of \$863,288 ((b)(4) allocated to Mission Services, (b)(4) allocated to Materials, and (b)(4) allocated to Travel and Training) from \$1,825,413 to \$2,688,701. The anticipated fund through date is March 15, 2013.

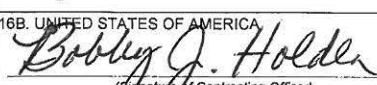
2. Slip sheets to the contract are provided with sidebars indicating change.

H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.

Pages Deleted Pages Added

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/20/2012

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>H-8 (MOD 3) H-8 (MOD 4)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$863,288.00</p> <p>New Total Obligated Amount for this Award: \$2,688,701.00</p> <p>PR# 4200460277</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/475053.01.08.05/000/2510/62/SPTX22013D/277J/1/2 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$1,876.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22013D/733B/2/3 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$3,200.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62E003/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22013D/733B/3/4 Cost Center 62E003 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$67,728.00</p> <p>NEW ACCOUNTING CODE ADDED: Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62CS01/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/4/5 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$24,359.00 NEW ACCOUNTING CODE ADDED: Account code: 62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/5/6 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$400,000.00 PR# 4200460283 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$20,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22012D/334L/2/3 Cost Center 62FP22 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62FP22/6100.2511/62/FC000000/475053.01.08.05/000/2 510/62/SPTX22013D/277J/3/4 Cost Center 62FP22 GL Account 6100.2511 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Order FC000000 Quantity: 0 Amount: \$6,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/4/5 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$120,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22013D/733B/5/6 Cost Center 62EO03 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$11,000.00 Percent: 3.14286</p> <p>PR# 4200460276</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/356085.62.04/000/2510 /62/EDUX22013D/137B/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$3,625.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/2/3 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$172,500.00</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>62FP21/6100.2511/62/FC000000/714607.01.05.01/000/2510/62/SCEX22012D/881D/3/4</p> <p>Cost Center 62FP21</p> <p>GL Account 6100.2511</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$23,000.00</p> <p>Payment Terms:</p> <p>Net 30 days</p> <p>FOB: Destination</p>				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$2,002,956 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$1,825,413
This Action				\$863,288
New Amount				\$2,688,701

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 000005		3. EFFECTIVE DATE 01/31/2013		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 02229 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$868,771.00

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) NFS 1852.232-77, Limitation of Funds Clause

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:

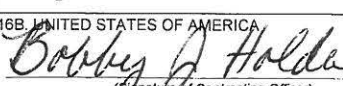
1. Increase Total funds Allotted in the amount of \$868,771 (b)(4) allocated to Mission Services, (b)(4) allocated to Materials and Supplies, and (b)(4) allocated to Travel and Training) from \$2,688,701 to \$3,557,472. The anticipated fund through date is May 15, 2013.

2. Slip sheets to the contract are provided with sidebars indicating change.

H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/31/2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000005	PAGE	OF
		2	6

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Pages Deleted Pages Added</p> <p>H-8 (MOD 4) H-8 (MOD 5)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$868,771.00 New Total Obligated Amount for this Award: \$3,557,472.00</p> <p>Incrementally Funded through date changed from 03/15/2013 to 05/15/2013</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>PR # 4200463379</p> <p>Account code: 62CS01/6100.2511/62/FC000000/673467.01.08.03/000/2 510/62/SPTX22012D/334L/1/2 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$8,486.00</p> <p>PR # 4200463207</p> <p>Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22013D/361N/1/2 Cost Center 62CS10 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$196,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/2/3 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$395,000.00 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000005	PAGE	OF
		3	6

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/3/4 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$46,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22013D/361N/4/5 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$12,000.00</p> <p>PR# 4200463798</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/645454.01.08.04.03/00 0/2510/62/SPTX22013D/334L/1/2 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$6,207.00</p> <p>PR # 4200463248</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$35,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000005	PAGE	OF
		4	6

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/2/3 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$25,000.00</p> <p>PR # 4200461943</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2 510/62/SPTX22012D/334L/2/3 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$5,000.00 Percent: 1.42857 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$25,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 18 Obligated Amount for this modification: \$115,078.00 Incremental Funded Amount changed from \$465,745.00 to \$580,823.00</p> <p>PR # 4200461948</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/1/2 Cost Center 62CS20 GL Account 6100.2511 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000005	PAGE 5	OF 6
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Order FC000000 Quantity: 0 Amount: \$25,000.00 Percent: 1.51515 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/ 4/000/2510/62/EXPX22013D/719V/2/3 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$48,000.00 Percent: 2.90909 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62ZP01/6100.2511/62/FC000000/383807.02.01.05.02/00 0/2510/62/SCEX22013D/728A/3/4 Cost Center 62ZP01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$2,078.00</p> <p>PR # 4200463235</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22013D/361N/1/2 Cost Center 62CS10 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/2/3 Cost Center 62CS20 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000005	PAGE	OF
		6	6

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/3/4 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22013D/361N/4/5 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$10,000.00 Percent: .60606 Subject To Funding: Payment Address: Payment Terms: Net 30 days FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$2,666,649 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$2,688,701
This Action				\$868,771
New Amount				\$3,557,472

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000006		3. EFFECTIVE DATE 02/27/2013		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812		5. PROJECT NO. (If applicable) MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 02229 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase:

(b)(4)

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) 1852.232-77, Limitation of Funds (Fixed Price Contract)

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:

1. Increase Total funds Allotted in the amount of (b)(4) (allocated to Materials and Supplies) from (b)(4) The anticipated fund through date is May 15, 2013 remains unchanged due to funds being allocated to Materials and Supplies.

2. Slip sheets to the contract are provided with sidebars indicating change.

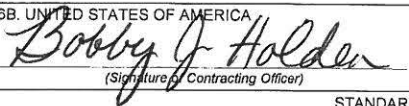
H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.

Pages Deleted

Pages Added

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/27/2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000006	PAGE	OF
		2	4

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>H-8 (MOD 5) H-8 (MOD 6)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>New Total Obligated Amount for this Award: \$3,749,348.00</p> <p>Incremental Funded Amount changed from (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>PR # 4200465789</p> <p>Account code: 62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/ 4/000/2510/62/EXPX22013D/719V/1/2 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>4200464909</p> <p>Account code: 62CS20/6100.2511/62/FC000000/475053.01.08.05/000/2 510/62/SPTX22013D/277J/2/3 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>Account code: 62CS20/6100.2511/62/FC000000/735248.01.08/000/2510 /62/AERX22012D/071M/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Quantity: 0 Amount: (b)(4)</p> <p>PR # 4200466472</p> <p>Account code: 62CS01/6100.2511/62/FC000000/086916.01.01.02.03/00 0/2510/62/EXPX22013D/547E/1/2 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/344673.01.08.04/000/2 510/62/SPTX22013D/334L/2/3 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>PR # 4200467308</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/573754.11.08/000/2510 /62/EXPX22013D/719V/2/3 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>Payment Terms: Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Net 30 days FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$2,666,649 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$3,749,348

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000007	3. EFFECTIVE DATE 03/29/2013	4. REQUISITION/PURCHASE REQ. NO. 4200467637	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
		10B. DATED (SEE ITEM 13) 08/16/2012	
CODE 0Z229	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:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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	1852.232-77, Limitation of Funds (Fixed Price Contract)

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:

1. Increase Total funds Allotted in the amount of (b)(4) (allocated to Materials and Supplies) from (b)(4) The anticipated fund through date is May 15, 2013 remains unchanged due to funds being allocated to Materials and Supplies.

2. Slip sheets to the contract are provided with sidebars indicating change.


H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.

Pages Deleted

Pages Added

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/29/2013

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000007	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>H-8 (MOD 6) H-8 (MOD 7)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>New Total Obligated Amount for this Award: \$3,752,826.00</p> <p>Incremental Funded Amount changed from (b)(4)</p> <p>PR # 4200467637</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62HS30/6100.2511/62/FC000000/277144.11.01.09.02/00 0/2510/62/EXPX22013D/547E/1/2 Cost Center 62HS30 GL Account 6100.2511 Order FC000000 Quantity: 0 Amount: (b)(4)</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$2,666,649 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$3,752,826

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 000008		3. EFFECTIVE DATE 05/22/2013		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C			
		10B. DATED (SEE ITEM 13) 08/16/2012			
CODE 0Z229		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$596,243.00

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) 1852.232-77, Limitation of Funds (Fixed Price Contract)

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:

1. Increase Total funds Allotted in the amount of \$596,243 from \$3,752,826 to \$4,349,069. The funding allocation is as follows:

Mission: increased by \$348,379 from (b)(4)

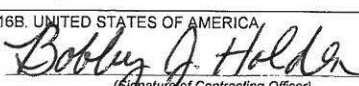
Materials and Supplies: increased by (b)(4)

Travel and Training: increased by (b)(4)

The anticipated fund through date is June 15, 2013.

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) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 05/22/2013

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Slip sheets to the contract are provided with sidebars indicating change.</p> <p>H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.</p> <p>Pages Deleted Pages Added</p> <p>H-8 (MOD) H-8 (MOD 8)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$596,243.00</p> <p>New Total Obligated Amount for this Award: \$4,349,069.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: \$348,379.00 Incremental Funded Amount changed from \$2,666,649.00 to \$3,015,028.00</p> <p>PR # 4200476343</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22013D/618I/8013/140122/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Amount: \$52,000.00</p> <p>PR # 4200475499</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62XP03/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22013D/719V/8013/140124/1/2 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62XP03 GL Account 6100.2511 Order FC000000 WBS Element1 585777.01.01.02 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 719V Appropriation 8013/140124 Amount: \$45,000.00 PR # 4200475500 NEW ACCOUNTING CODE ADDED: Account code: 62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/8013/140124/1/2 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 WBS Element1 585777.01.01.02 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 719V Appropriation 8013/140124 Quantity: 0 Amount: \$42,500.00 PR # 4200475453 NEW ACCOUNTING CODE ADDED: Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22013D/733B/8013/140115/1/2 Cost Center 62EO03 GL Account 6100.2511 Order FC000000 WBS Element1 769347.05.08.14.01.0 Commitment Item 2510 Funds Center 62 Fund EXCX22013D Functional Area 733B Appropriation 8013/140115 Amount: \$31,000.00 PR# 4200475395 NEW ACCOUNTING CODE ADDED: Account code: Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/8013/140124/1/2 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 WBS Element1 585777.01.01.02 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 719V Appropriation 8013/140124 Amount: \$39,775.00 PR # 4200474189 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/FC000000/736466.01.04.08.01/////0 00/2510/62/CASX12012D/361N/8012/130122 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.04.08.01 Commitment Item 2510 Funds Center 62 Fund CASX12012D Functional Area 361N Appropriation 8012/130122 Amount: \$19,437.36 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX12012D/361N/8012/130122/2/3 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.04.08.02 Commitment Item 2510 Funds Center 62 Fund CASX12012D Functional Area 361N Appropriation 8012/130122 Amount: \$118,666.64 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/1/2 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Amount: \$5,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/709031.02.08.03/000/2510/62/EXPX22013D/055Y/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 709031.02.08.03 WBS Element2 Network Activity Earmarked Funds Item Number 000 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 055Y Appropriation Quantity: 0 Amount: \$5,000.00 Percent: .30303 Subject To Funding: Payment Address: PR # 4200474190 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22012D/277J/8012/130131/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 114772.09.08 Commitment Item 2510 Funds Center 62 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Fund SPTX22012D Functional Area 277J Appropriation 8012/130131 Amount: \$4,534.60</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/129985.01.08.08/000/2 510/62/CASX12012R/CMO/8012/130122/2/3 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 129985.01.08.08 Commitment Item 2510 Funds Center 62 Fund CASX12012R Functional Area CMO Appropriation 8012/130122 Quantity: 0 Amount: \$20,378.94</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/389018.02.14.01.04/00 0/2510/62/SCEX22012D/389A/8012/130120/3/4 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 389018.02.14.01.04 Commitment Item 2510 Funds Center 62 Fund SCEX22012D Functional Area 389A Appropriation 8012/130120 Amount: \$22,862.94</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/ 2/000/2510/62/EXCX22012D/761A/8012/130115/4/5 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 439432.07.01.15.04.0 Commitment Item 2510 Funds Center 62 Fund EXCX22012D Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Functional Area 761A Appropriation 8012/130115 Quantity: 0 Amount: \$1,280.56</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/FC000000/581291.01.01.02.03/////0 00/2510/62/SCEX22012D/502A/8012/130120 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 581291.01.01.02.03 Commitment Item 2510 Funds Center 62 Fund SCEX22012D Functional Area 502A Appropriation 8012/130120 Quantity: 0 Amount: \$5,360.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCEX22012D/881D/8012/130120/6/7 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 714607.01.05.01 Commitment Item 2510 Funds Center 62 Fund SCEX22012D Functional Area 881D Appropriation 8012/130120 Amount: \$14,279.43</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/FC000000/736466.01.04.08.01/////0 00/2510/62/CASX12012D/361N/8012/130122 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.04.08.01 Commitment Item 2510 Funds Center 62 Fund CASX12012D Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Functional Area 361N Appropriation 8012/130122 Amount: \$13,976.90</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX12012D/618I/8012/130122/8/9 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX12012D Functional Area 618I Appropriation 8012/130122 Amount: \$18,690.63</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Amount: \$128,000.00</p> <p>PR # 4200473770</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2510/62/CASX22013D/361N/1/2 Cost Center 62OS01 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.03.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Functional Area 361N Appropriation Amount: \$8,500.00 Payment Terms: Net 30 days FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$2,666,649 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$3,752,826
This Action				\$596,243
New Amount				\$4,349,069

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 15, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 9									
2. AMENDMENT/MODIFICATION NO. 000009		3. EFFECTIVE DATE JUN 28 2013		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)								
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS33/Bobby J. Holden Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Bobby J. Holden 256-544-5417 Bobby.J.Holden@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C 10B. DATED (SEE ITEM 13) 08/16/2012										
CODE 02229 FACILITY CODE														
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 must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.														
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase: \$645,136.00										
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td>X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes - Fixed Price, 1852.232-77, Limitation of Funds (Fixed Price Contract)</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>							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).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes - Fixed Price, 1852.232-77, Limitation of Funds (Fixed Price Contract)		D. OTHER (Specify type of modification and authority)
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).													
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes - Fixed Price, 1852.232-77, Limitation of Funds (Fixed Price Contract)													
	D. OTHER (Specify type of modification and authority)													
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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:														
1. Update Section H, Clause H.7, Key Personnel and Facilities to change Program Manager from (b)(4).														
2. Update DPD Package No. 1411 Basic dated August 16, 2012 to DPD Package No. 1411 Revision A, dated June 26, 2013.														
3. Increase Total funds Allotted in the amount of \$645,136 from \$4,349,069 to \$4,994,205. The funding allocation is as follows:														
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.														
(b)(4)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden										
				15C. DATE SIGNED 28 June 2013 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 16C. DATE SIGNED 6/28/13										
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243														

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>Mission: increased by (b)(4)</p> <p>(b)(4)</p> <p>Materials and Supplies: increased by (b)(4) from (b)(4)</p> <p>Travel and Training: increased by (b)(4) from (b)(4)</p> <p>The anticipated fund through date is August 15, 2013.</p> <p>4. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>H-8 (MOD 8)</td><td>H-8 (MOD 9)</td></tr><tr><td>H-10 (Basic)</td><td>H-10 (Mod 9)</td></tr><tr><td>J-2-1 - J-2-28 (Basic)</td><td>J-2-1 - J-2-28 (Mod 9)</td></tr></table> <p>5. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Other Administrative Action</p> <p>Obligated Amount for this Modification: \$645,136.00</p> <p>New Total Obligated Amount for this Award: \$4,994,205.00</p> <p>PR # 4200476893</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/432938.09.01.08.02.0/ 1/000/2510/62/CASX22013D/361N/8013/140122/1/2 Cost Center 62CS10 GL Account 6100.2511 Order FC000000 WBS Element1 432938.09.01.08.02.0 Item Number 000 Commitment Item 2510 Continued ...</p>	Pages Deleted	Pages Added	H-8 (MOD 8)	H-8 (MOD 9)	H-10 (Basic)	H-10 (Mod 9)	J-2-1 - J-2-28 (Basic)	J-2-1 - J-2-28 (Mod 9)				
Pages Deleted	Pages Added												
H-8 (MOD 8)	H-8 (MOD 9)												
H-10 (Basic)	H-10 (Mod 9)												
J-2-1 - J-2-28 (Basic)	J-2-1 - J-2-28 (Mod 9)												

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funds Center 62 Fund CASX22013D Functional Area 361N Appropriation 8013/140122 Amount: \$16,557.00</p> <p>PR # 4200476986</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62FP30/6100.2511/62/FC000000/747797.06.41.99.08/00 0/2510/62/EXPX22013D/201E/8013/140124/1/2 Cost Center 62FP30 GL Account 6100.2511 Order FC000000 WBS Element1 747797.06.41.99.08 Item Number 000 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 201E Appropriation 8013/140124 Amount: \$5,230.00</p> <p>PR # 4200476993</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62FP30/6100.2511/62/FC000000/747797.06.41.99.08/00 0/2510/62/EXPX22013D/201E/8013/140124/1/2 Cost Center 62FP30 GL Account 6100.2511 Order FC000000 WBS Element1 747797.06.41.99.08 Item Number 000 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 201E Appropriation 8013/140124 Amount: \$100.00</p> <p>PR # 4200477072</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62IS50/6100.2511/62/FC000000/812235.29.20.02.08/00 0/2510/62/CASX22013D/922A/8013/140122/1/2 Cost Center 62IS50 GL Account 6100.2511 Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Order FC000000</p> <p>WBS Element1 812235.29.20.02.08</p> <p>Item Number 000</p> <p>Commitment Item 2510</p> <p>Funds Center 62</p> <p>Fund CASX22013D</p> <p>Functional Area 922A</p> <p>Appropriation 8013/140122</p> <p>Amount: \$1,946.00</p> <p>PR # 4200478724</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>62CS10/6100.2511/62/FC000000/129985.01.08.08/000/2</p> <p>510/62/CASX22013R/CMO/8013/140122/1/2</p> <p>Cost Center 62CS10</p> <p>GL Account 6100.2511</p> <p>Order FC000000</p> <p>WBS Element1 129985.01.08.08</p> <p>Item Number 000</p> <p>Commitment Item 2510</p> <p>Funds Center 62</p> <p>Fund CASX22013R</p> <p>Functional Area CMO</p> <p>Appropriation 8013/140122</p> <p>Amount: \$76,000.00</p> <p>PR # 4200479991</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/</p> <p>4/000/2510/62/EXPX22013D/719V/8013/140124/1/2</p> <p>Cost Center 62XP02</p> <p>GL Account 6100.2511</p> <p>Order FC000000</p> <p>WBS Element1 573754.01.02.15.07.0</p> <p>Item Number 000</p> <p>Commitment Item 2510</p> <p>Funds Center 62</p> <p>Fund EXPX22013D</p> <p>Functional Area 719V</p> <p>Appropriation 8013/140124</p> <p>Amount: \$100,000.00</p> <p>PR # 4200478233</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Item Number 000 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Amount: \$14,515.00 PR # 4200479009 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22013D/361N/8013/140122/2/44 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.04.08.01 Item Number 000 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 361N Appropriation 8013/140122 Quantity: 0 Amount: \$25,559.00 Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22013D/361N/8013/140122/1/43 Cost Center 62CS10 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.04.08.01 Item Number 000 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 361N Appropriation 8013/140122 Amount: \$67,162.00 Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/8013/140122/3/45 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.04.08.02 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 361N Appropriation 8013/140122 Quantity: 0 Amount: \$92,706.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.06/00 0/2510/62/CASX22013D/361N/8013/140122/4/46 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.08.08.06 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 361N Appropriation 8013/140122 Quantity: 0 Amount: \$19,405.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/5/47 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Quantity: 0 Amount: \$14,515.00 Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22013D/361N/8013/140122/6/48 Cost Center 62CS30 GL Account 6100.2511 Order FC000000 WBS Element1 736466.01.08.08.05 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 361N Appropriation 8013/140122 Amount: \$1,513.00</p> <p>PR # 4200478567</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Amount: \$35,000.00</p> <p>PR # 4200478274</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/1/2 Cost Center 62CS20 GL Account 6100.2511 Order FC000000 WBS Element1 977657.14.08 Commitment Item 2510 Funds Center 62 Fund CASX22013D Functional Area 618I Appropriation 8013/140122 Quantity: 0 Amount: \$124,308.00</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PR # 4200478732</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/129985.01.08.08/000/2 510/62/CASX22013R/CMO/8013/140122/1/2 Cost Center 62CS01 GL Account 6100.2511 Order FC000000 WBS Element1 129985.01.08.08 Commitment Item 2510 Funds Center 62 Fund CASX22013R Functional Area CMO Appropriation 8013/140122 Amount: \$20,000.00</p> <p>PR # 4200478060</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/ 4/000/2510/62/EXPX22013D/719V/8013/140124/1/2 Cost Center 62XP02 GL Account 6100.2511 Order FC000000 WBS Element1 573754.01.02.15.07.0 Commitment Item 2510 Funds Center 62 Fund EXPX22013D Functional Area 719V Appropriation 8013/140124 Amount: \$30,000.00</p> <p>PR # 4200479763</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22013D/733B/8013/140115/1/2 Cost Center 62EO03 GL Account 6100.2511 Order FC000000 WBS Element1 769347.05.08.07.01.0 Commitment Item 2510 Funds Center 62 Fund EXCX22013D Functional Area 733B Appropriation 8013/140115 Amount: \$620.00 Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Terms: Net 30 days FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$3,450,236 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$4,349,069
This Action				\$645,136
New Amount				\$4,994,205

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 31, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)

(End of Clause)

**H.8 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) –
ALTERNATE II (OCT 2000)**

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

(b) Any other day designated by Federal statute, Executive order, or the President's proclamation.

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

(d) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of

NNM12AA53C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

**Strategic Analysis and Communications Support
Services (COMMSS)**

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Analytical Services, Incorporated

CONTRACTOR

June 26, 2013

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration					DATA PROCUREMENT DOCUMENT	
DOCUMENT CHANGE LOG					NO. ISSUE	
					1411 Revision A	
INCORPORATED REVISIONS OUTSTANDING REVISIONS					AS OF: 06-19-13	
					SUPERSEDING: 08-16-12	
					PAGE:	
AUTHORITY (DPD Revision)		PORTION AFFECTED - PAGE NO./NO.			REMARKS	
		INTRO	SGR	DRL	DRD	
Contract Mod. 0009 (Revision A)					1411MA-003	<p>Item 11: Changed "Ten calendar days following the end of each calendar year" TO "30th of each month".</p> <p>Item 12: Changed "Ten calendar days following the end of each calendar year" TO "30th of each month".</p>

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRDs listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRDs.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRDs.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRDs)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRDs of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
CD	Contractual Data
LS	Logistics Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRDs have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRDs are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRDs.

1.2.4 Document Change Log (DCL): The Document Change Log chronologically records all revision actions that pertain to the DPD.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

<u>TYPE</u>	<u>DESCRIPTION</u>
-------------	--------------------

- 1* All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

- 2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
 - 3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
 - 4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
 - 5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.
- * Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).
- ** Note: This time limit may be tailored for individual DRDs to meet the requirements of the procuring activity.
- *** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

- 2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

- 2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.
- 2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and includes such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information delivered under this contract

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

- a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
 1. Contract number.
 2. Data Requirements Description (DRD) number.
 3. DRD data type (specified in Item 3 on the DRD).
 4. Submission date or milestone being satisfied.
 5. Document number and revision.
 6. Document title.
 7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
 8. Distribution (as defined by the Contracting Officer's letter).
 9. Requested response date.
 10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.

11. NASA Records Retention Schedule (NRRS) number, if applicable (See NPR 1441.1, NASA Records Retention Schedules).
 - b. Printable electronic files or hardcopy data.
- 2.3.5 When electronic data deliverables are transmitted directly to the MSFC Repository, the Digital Asset Manager web interface shall be utilized. Instructions for electronic data submittals can be found at http://avmcc.msfc.nasa.gov/repository/repository_submittal.php. Document submitters to the Repository must register for a MSFC EDMS (Documentum) user account, through the Identity Management and Account Exchange (idMAX) system. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL), and raster image formats.
 - 2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
 - a. Method of reproduction – offset/xerography.
 - b. Finished size – 8 1/2" X 11".
 - c. Paper – 20-pound opaque bond.
 - d. Cover – Litho cover stock.
 - e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
 - f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
 - g. Binding shall be the most economical method commensurate with the size of the report and its intended use.
 - 2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.
 - 2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.
 - 2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor shall make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.
 - 2.8 Maintenance of Type 1 Document Submittals
 - 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.6 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
 - 2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.
- 2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.
- 2.8.6 Contractor Type 1 document shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.
- 3.0 DPD MAINTENANCE PROCEDURES
- 3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.
- 3.2 Contractor-Initiated Change: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.
- 3.3 DPD Change Procedures
- 3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log.
- 3.3.2 The date of the DPD shall be entered under the "as of" block of the Document Change Log. The date that was in the "as of" block shall be entered in the "Superseding" block.
- 3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the "Remarks" column.
- 3.4 DPD Reissues
- 3.4.1 When conditions warrant, the DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.
- 3.4.2 All revision dates shall remain in the Date Revised block on all DRDs. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Strategic Analysis and Communications Support Services (COMMSS)

Data Requirements List

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD – Contractual Data 1411CD-001	3	On-Site Employee Location Listing	PS12
LS – Logistics Support 1411LS-001	2	Government Property Management Plan	AS41
MA – Management 1411MA-001	1	Management Plan	CS01
1411MA-002	3	Monthly Technical Progress Reports	CS01
1411MA-003	3	Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Reports	CS01
1411MA-004	3	Contractor Employee Clearance Documents	AS50
1411MA-005	2	Organizational Conflict of Interest (OCI) Plan	LS01/PS33
SA – Safety 1411SA-001	2	Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1411SA-002	3	Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1411 | ISSUE: Revision A | 2. DRD NO.: 1411CD-001 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 06-19-13 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** On-Site Employee Location Listing
7. **DESCRIPTION/USE:** To assist Marshall Space Flight Center (MSFC) in conducting contractor floor checks.
8. **OPR:** PS12 9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Fifteenth of month following first month of operation after full contract assumption
12. **SUBMISSION FREQUENCY:** Update quarterly. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS:** Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations*.
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The On-Site Employee Location Listing shall provide MSFC with a list of all on-site contractor employees working under this contract and their designated locations.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The On-Site Employee Location Listing shall include the following information for each employee: employee's name, position, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411 **ISSUE:** Revision A 2. **DRD NO.:** **1411LS-001**
3. **DATA TYPE:** 2 4. **DATE REVISED:** 06-19-13
5. **PAGE:** 1/1

6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AS41 9. **DM:** CS01
10. **DISTRIBUTION:** Cognizant property administrator
11. **INITIAL SUBMISSION:** Draft at Phase-in; Final due 30 days after full contract assumption
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS paragraph 2.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 **APPLICABLE DOCUMENTS:**

FAR	<i>Federal Acquisition Regulation, Part 45</i>
FAR	<i>Federal Acquisition Regulation, Part 52.245</i>
NFS 1852.245	<i>NASA/FAR Supplement and latest revisions thereto</i>
NFS 1852.245-80	<i>NASA FAR Supplement, Government Property Management Information (PIC 07-09)</i>
NPR 4100.1	<i>Supply Support and Material Management Policy</i>
NPR 4200.1	<i>Equipment Management</i>
NPR 4300.1	<i>NASA Personal Property Disposal Policy</i>
NPR 5100.4	<i>Federal Acquisition Regulation Supplement (NASA/FAR Supplement) [48 CFR 1800-1899] (REVALIDATED 9/16/2008)</i>
- 15.3 **CONTENTS:** The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.	i. Reports.
b. Acquisition.	j. Consumption.
c. Receiving.	k. Utilization.
d. Identification.	l. Maintenance.
e. Records.	m. Subcontractor control.
f. Movement.	n. Disposition.
g. Storage.	o. Contract close-out.
h. Physical inventories.	
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1411 | ISSUE: Revision A | 2. DRD NO.: 1411MA-001 |
| 3. DATA TYPE: 1 | | 4. DATE REVISED: 06-19-13 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Management Plan
7. **DESCRIPTION/USE:** To provide a description of the Contractor's management system, organization and provide insight for accomplishing the requirements set forth in the contract.
8. **OPR:** CS01 9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Final 30 calendar days following start of Phase-in
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Management Plan describes the Contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, management interfaces, and staffing. The plan shall be in such detail as necessary to convey the Contractor's internal procedures.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:**
- a. The plan shall include a detailed description by which the Contractor proposes to accomplish each task down to the Level III WBS task level.
 - b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the Contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
 - c. The plan shall include the Contractor's approach for risk assessment.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411 **ISSUE:** Revision A 2. **DRD NO.:** **1411MA-002**
3. **DATA TYPE:** 3 4. **DATE REVISED:** 06-19-13
5. **PAGE:** 1/2
6. **TITLE:** Monthly Technical Progress Report
7. **DESCRIPTION/USE:** To provide data for the assessment of contract and task order progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** CS01 9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Monthly Technical Progress Report: Ten calendar days following the end of the full month after full contract assumption unless otherwise specified by the Contracting Officer. Monthly Contract and Task Order Report: Ten calendar days following the end of the first month after full contract assumption.
12. **SUBMISSION FREQUENCY:** Monthly Status Report: 10 calendar days following the end of each month. Monthly Contract and Task Order Report: The report shall be submitted ten calendar days following the end of each month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 2.0 and 2.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Monthly Technical Progress Reports shall provide a comprehensive status on the contract and each IDIQ task order in support of the PWS. Reports shall include the necessary information to assess status, and identify problems that need resolution for accomplishment of contract efforts.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Monthly Technical Progress Report shall contain the following information as a minimum:
 - a. The Monthly Status Report shall contain the following broken out by customer:
 1. Work accomplished for current reporting period, including a report of technical and schedule performance.
 2. Work planned for next reporting period.
 3. Current problems which impede performance or impact program schedule and proposed corrective action.
 4. Significant issues/problems and corrective action.
 - b. The Monthly Contract and Task Order Report shall contain the following:
 1. Contract number, task order number (as appropriate) and date of the order.
 2. Contract and Task Order ceiling price.
 3. Break out of firm fixed price labor, material and travel per month by contract and each task order.
 4. Cumulative break out of firm fixed price labor, material and travel by contract period and task order period.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411 **ISSUE:** Revision A 2. **DRD NO.:** **1411MA-003**
3. **DATA TYPE:** 3 4. **DATE REVISED:** 06-19-13
5. **PAGE:** 1/4

6. **TITLE:** Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Reports

7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.

8. **OPR:** CS01 9. **DM:** CS01

10. **DISTRIBUTION:** Per Contracting Officer's letter

11. **INITIAL SUBMISSION:** Quarterly/Annual Self Evaluation: 25 calendar days following the end of each calendar year quarter. Annual Report: 30 calendar days after the end of the year submit a consolidated annual report to include all quarterly reporting data. Monthly Work Order Progress: 30th of each month.

12. **SUBMISSION FREQUENCY:** Quarterly/Annual Self Evaluation: 25 calendar days following the end of each calendar year quarter. Annual Report: 30 calendar days after the end of the year. Monthly Work Order Progress: 30th of each month.

13. **REMARKS:**

14. **INTERRELATIONSHIP:** PWS paragraphs 2.0 and 2.4

15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Reports will provide a comprehensive status on all IDIQ tasks and work orders in support of the PWS. Reports will include the necessary information to assess status, obtain required approvals from authorizing government officials, track cost and workforce information, and identify problems that need resolution for accomplishment of contract efforts.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Quarterly/Annual Self-Evaluation and Monthly Work Order Progress shall contain the following information as a minimum:
 - a. Quarterly/Annual Self-Evaluation/Metrics Reporting for each numbered item in this section below, the report is to include *Output Measurement*, *Outcome Measurement*, *Effectiveness of Communication Initiatives* (quantitative and qualitative measures), *Best Practices Identified*, and *Recommendations for Improved Impact*. (Specific *Output Measurement* and *Outcome Measurement* to be determined by OSAC management). Examples are provided for each area below:
 1. **Executive Communications.**
 - (a) Output Measurements: Example - Number of speeches, Number of products developed exclusive of speeches.
 - (b) Outcome Measurement: Example - Attendees at speaking engagements, unique attendees at speaking engagements, and attendee feedback.
 2. **Environmental Monitoring.**
 - (a) Output Measurement: Example - Number of reports and topics addressed, number of profiles developed, number of senior management packages completed, and number of biographical stakeholder briefs completed.
 - (b) Outcome Measurement: Example - Senior management feedback.

DRD Continuation Sheet

TITLE: Quarterly/Annual Self-Evaluation and Monthly Work Order
Progress Reports

DRD NO.: 1411MA-003

DATA TYPE: 3

PAGE: 2/4

15. DATA PREPARATION INFORMATION (CONTINUED):

3. Stakeholders Analysis.

- (a) Output Measurement: Example - Number of executive summary reports, number of research products and topics addressed, distribution of products, time from product assigned to completion.
- (b) Outcome Measurement: Example - Customer feedback, research content integrated into communication products.

4. Communication Strategy, Planning and Message Management.

- (a) Output Measurement: Example - Number of strategic/tactical communication plans and topics addressed, updates/revision to plans, key messages developed, number of speakers bureau requests, speaker bureau requests supported, and topics addressed by speakers bureau participants.
- (b) Outcome Measurement: Example - Key messages integrated into communication products, and attendees at speaking events.

5. Technical Document and Products.

- (a) Output Measurement: Example - Number of technical papers/summaries, history papers and fact sheets completed, and responses to history requests.
- (b) Outcome Measurement: Examples - Attendees at technical events where papers are presented, etc.

6. Employee Communication.

- (a) Output Measurement: Example - Number of employee products completed. Existing products and examples include:
 - (1) Marshall Star – Number of Marshall Stars produced and posted, number of user sessions (online publication); number of articles with Marshall themes; and topics addressed.
 - (2) To the Point - Number of articles completed/posted; and topics addressed.
 - (3) Focus on Marshall - Broadcasts produced per quarter; and topics addressed.
- (b) Outcome Measurement: Example - Senior management feedback. Existing products and examples include:
 - (1) Marshall Star - number of user sessions (online publication).
 - (2) To the Point - number of user sessions/page views (online publication).
 - (3) Focus on Marshall - number of user sessions/page views (Inside Marshall).

7. Media Operations.

- (a) Output Measurement: Existing metrics include:
 - (1) Traditional Media: Number of Marshall news releases; number of media advisories (media alerts/invitations to Marshall events) Number of photo releases (written products supporting new NASA/Marshall imagery); Number of fact sheets (written products supporting MSFC technologies & capabilities); Number of Op-eds; Number of web releases to NASA/MSFC Portal; Distribution of media products; Number of HQ/Other NASA center-originated releases; Number of rereleased locally/regionally to media; Number of rereleased via social media outlets; Number of national media campaigns; Number of live TV interviews; Number of video files produced; Number of media queries; Number of Total media interviews (TV, print, radio, web only); Number of Media visits (to the Marshall Center and its affiliate facilities); Number of Press conferences (conducted by PECO supported by MSFC employees); Number of "This Week @ NASA" (total number of MSFC-focused segments aired); and Topics covered collectively by media products.
 - (2) Social Media: Blogs (Number of Marshall-managed blogs; Number of Marshall-originated postings); YouTube (Number of total postings to Marshall Channel; Reposting to NASA channel); Twitter (Number of Marshall tweets; Number of retweets to NASA Twitter); Facebook (Number of posts added); Flickr (Number of photos added); WebChats (Number of web chat events); and Topics addressed collectively in social media products.

DRD Continuation Sheet

TITLE: Quarterly/Annual Self-Evaluation and Monthly Work Order
Progress Reports

DRD NO.: 1411MA-003

DATA TYPE: 3

PAGE: 3/4

15. DATA PREPARATION INFORMATION (CONTINUED):

(b) Outcome Measurement: Existing metrics include:

- (1) Traditional Media: Number of Total Marshall new items resulting (clips, postings, etc.); Total of estimated advertising value; Total of believability value; Number of Print Stories; Total potential circulation footprint; Total potential impressions; Number of Web stories; Total views; Number of television stories; Total potential household footprint; Total potential impressions; Number of live TV interviews; Total potential household footprint; Total potential TV impressions; Number of radio stories; Total radio stations potentially reached; Total potential household footprint; and Total potential radio impressions.
- (2) Social Media: Blogs: (number of views, number of comments); YouTube (number of views, and number of subscribers); Twitter (number of followers; number of retweets and expanded follower base from retweets); Facebook (number of friends/fans, number of comments and "Like this" approvals); Flickr (number of friends, number of views, and number of favorites/comments); WebChats (number of web chat participants, and number of questions asked/answered).

8. Minority and Minority Supported Media Outreach.

- (a) Output Measurement: Examples - Total number of minority releases; Total minority-supported releases; Total Marshall distribution of minority releases; and Total Marshall distribution of minority-supported releases.
- (b) Outcome Measurement: Example - Number of Total Marshall minority and minority supported new items resulting (clips, postings, etc.); Number of Print Stories; Total potential circulation footprint; Total potential impressions; Number of Web stories; Total views; Number of television stories; Total potential household footprint; Total potential impressions; Number of live TV interviews; Total potential household footprint; Total potential TV impressions; Number of radio stories; Total radio stations potentially reached; Total potential household footprint; and Total potential radio impressions.

9. Exhibit Operations (including Minority Exhibit Operations).

- (a) Output Measurement: Example - Total events supported; Total Exploration Experience trailer events supported; Total museum exhibits supported; and Total minority events supported.
- (b) Outcome Measurement: Example - Total event attendance; Total people entering exhibits/booth; Total Exploration Experience trailer events attendance; Total museum attendance; Total people entering minority-related exhibits; and Total minority-related event attendance.

10. NASA Visitors Center at the U.S. Space and Rocket Center.

- (a) Output Measurement: Example - Total USSRC exhibits supported.
- (b) Outcome Measurement: Example - Number of general attendance; Number of Space Camp attendance; and Total attendance.

11. Public Inquiries.

- (a) Output Measurement: Example - Number of requests received/answered; number of products provided; and average processing time.
- (b) Outcome Measurement: Example - Customer feedback.

12. Freedom of Information Act Inquiries.

- (a) Output Measurement: Example - Number of requests received/processed; and average processing time.
- (b) Outcome Measurement: Example - Customer feedback.

13. Center Collateral Development.

- (a) Output Measurement: Example - Total number of Center Collateral products - fact sheets, presentations, brochures, posters, animation/video; topics addressed; multi-purpose; diversity of audience identified for use of products; and distribution quantity/audience diversity
- (b) Outcome Measurement: Example - Integration of product content, and website comments.

DRD Continuation Sheet

TITLE: Quarterly/Annual Self-Evaluation and Monthly Work Order
Progress Reports

DRD NO.: 1411MA-003

DATA TYPE: 3

PAGE: 4/4

15. DATA PREPARATION INFORMATION (CONTINUED):

14. Customer Communication (Program/Project/Institutional Support Where Resourced).

- (a) Output Measurement: Example - Total number of products produced by the communication strategists; Total number of products produced/distributed by the communication strategist by each program/projects; Number of action responses; Number of articles; Number of speeches; Number of communication plans; Number of revisions of the communication plans; Number of tactical plans; Number of in-reach activities; and Number of outreach activities.
- (b) Outcome Measurement: Example - Audiences reached, customer feedback, and technical papers selected for publication.

15. Event Support.

- (a) Output Measurement: Example - Total events planned; organizations supported; number of meetings supported; and events supported (onsite/offsite).
- (b) Outcome Measurement: Example Event attendees; and customer feedback.

b. Monthly Work Order Progress:

- 1. Work Order Number, Work Order Title, and Unique Project Number (UPN).
- 2. Labor hours, material price and travel price by contract period of all work orders issued under the contract by organization/customer.
- 3. Estimated and actual costs incurred for each work order.
- 4. Copies of all active work orders. Each work order shall provide the following information:
 - (a) Name of Government Requesting Official/Organization.
 - (b) Work Order Originator and date of order creation.
 - (c) Description of services to be performed and/or products to be delivered.
 - (d) Period-of-performance.
 - (e) Special instructions, rationale, and comments as applicable.
 - (f) Time limitations as applicable.
 - (g) Deliverables and milestone dates.
 - (h) Status Tracking, approval tracking, and revision tracking as applicable.

15.4 FORMAT: Quarterly/Annual Self-Evaluation. The Progress Report shall be in presentation chart format. Submittal shall be standard hard copy as the presentation, electronic submission or other media as directed by the Contracting Officer. Monthly Work Order Progress. Contractor format is acceptable.

15.5 MAINTENANCE: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1411 | ISSUE: Revision A | 2. DRD NO.: 1411MA-004 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 06-19-13 |
| | | 5. PAGE: 1/1 |
6. **TITLE:** Contractor Employee Clearance Document
7. **DESCRIPTION/USE:** To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. **OPR:** AS50 9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Immediately when the access is no longer needed
12. **SUBMISSION FREQUENCY:** As required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.
- 15.4 **FORMAT:** MSFC Form 383-1, "Contractor Employee Clearance Document".
- 15.5 **MAINTENANCE:** None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411 **ISSUE:** Revision A 2. **DRD NO.:** **1411MA-005**
3. **DATA TYPE:** 2 4. **PAGE REVISED:** 06-19-13
5. **PAGE:** 1/2

6. **TITLE:** Organizational Conflict of Interest (OCI) Plan
7. **DESCRIPTION/USE:** To ensure OCIs are appropriately identified, resolved, and reported.
8. **OPR:** LS01/PS33 9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Final 30 calendar days following start of Phase-in
12. **SUBMISSION FREQUENCY:** Revise as required
13. **REMARKS:**
14. **INTERRELATIONSHIP:** Reference is made to K.2, Organizational Conflict of Interest (OCI)/Disclosure Certification. PWS paragraph 2.0
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Organizational Conflict of Interest (OCI) Plan describes the contractor's approach to identifying, resolving, and reporting all OCIs related to the solicitation and/or the contract.
- 15.2 **APPLICABLE DOCUMENTS:**
 FAR 9.5 *Organizational and Consultant Conflicts of Interest*
- 15.3 **CONTENTS:** The Organizational Conflict of Interest (OCI) Plan shall meet the requirements of FAR 9.5 and include the following:
 - a. Demonstrate an understanding of (1) OCI principles and (2) the full breadth of OCI issues and the types of harm that can result.
 - b. Define company roles, responsibilities, and procedures for screening (i.e., identifying/recognizing, analyzing/evaluating, resolving, and reporting) existing and new business opportunities for actual/potential OCIs.
 - c. Identify any affiliated companies/entities (e.g., a parent company or a wholly-owned subsidiary) and procedures for coordinating OCIs with such affiliated companies/entities.
 - d. Explain how subcontractors will identify, resolve, and report OCIs.
 - e. Establish and require entrance training for new employees, refresher training for existing employees, and exit training for departing employees.
 - f. Define organizational and employee sanctions for violations of established OCI procedures/requirements/guidelines.
 - g. Require periodic self-audits to ensure compliance with established OCI procedures/requirements/guidelines.
 - h. Define records related to the OCI plan (e.g., training and audit records) that will be made available to the Government upon request.
 - i. Identify the strategy (e.g., avoidance, limitation on future contracting, mitigation, etc.) for resolving each OCI that is either identified in the solicitation or created by the requirements of the solicitation/contract and explain the effect of such strategy on performance of the contract. Specific resolution strategies shall be appended to the plan.
 - j. Require the reporting of all potential/actual OCIs during performance of the contract. An OCI report shall include (1) a description of the conflict, (2) the plan for avoiding, neutralizing, or mitigating the conflict, and (3) the benefits/risks vis-à-vis contract performance associated with plan approval/acceptance. Specific resolution strategies shall be appended to the plan upon approval by the Government.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Plan

DRD NO.: 1411MA-005

DATA TYPE: 2

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15. **DATA PREPARATION INFORMATION (CONTINUED):**

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated as required by complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411 **ISSUE:** Revision A 2. **DRD NO.:** **1411SA-001**
3. **DATA TYPE:** 2 4. **DATE REVISED:** 06-19-13
5. **PAGE:** 1/5

6. **TITLE:** On-site Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE:** A contractor generated document that is written specifically by the contractor for the work that will be conducted on-site at Marshall Space Flight Center (MSFC) or at Michoud Assembly Facility (MAF) over the duration of this contracted effort. The contractor's SHE plan shall describe the specific approach the contractor will use to implement their SHE program at MSFC or MAF while also ensuring it is compliant with the MSFC SHE Core Program Requirements (CPRs), MSFC or MAF SHE related applicable documents, and the MSFC or MAF Quality Management System. The contractor's SHE Plan shall describe how the contractor will (1) provide a workplace that is incident and injury free by (a) preventing employee fatalities, (b) reducing the number of incidents, and (c) reducing the severity of employee injuries and illnesses, and (2) protect the environment by complying with the MSFC or MAF Environmental Management System through the ongoing planning, implementation, integration and management control of the contractor's industrial safety, occupational health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR:** AS10/QD12 9. **DM:** CS01

10. **DISTRIBUTION:** Per Contracting Officer's (CO) letter

11. **INITIAL SUBMISSION:** Final at quote

12. **SUBMISSION FREQUENCY:** After initial submission, when any new or revised proposed or previously approved SHE Plan is requested or required by the CO, Contracting Officer's Technical Representative (COTR), solicitation, or award or is otherwise required.

13. **REMARKS:**

14. **INTERRELATIONSHIP:** NFS 1852.223-70, *Safety and Health*; NFS 1852.223-73, *Safety and Health Plan*; NFS 1823.223-74, *Drug-and alcohol-free workforce*; FAR 52.204-4, *Printed or Copied Double-Sided on Recycled Paper*; FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*; FAR 52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-14, *Toxic Chemical Release Reporting*; FAR 52.223-15, *Energy Efficiency in Energy-Consuming Products*; FAR 52.223-17, *Affirmative Procurement of EPA-designated Items in Service and Construction Contracts*; MSFC 52.223-90, *Asbestos Material*; MSFC 52.223-91, *Hazardous Material Reporting*; MSFC 52.223-92, *Environmental – General Clause*. DRD 1411SA-002, *On-site Mishap and Safety Statistics Report*. PWS paragraph 2.3

15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Safety, Health, and Environmental (SHE) Plan shall describe the specific methods the contractor will implement for planning, controlling and enforcing their industrial safety, occupational health, and environmental requirements over the duration of this contracted effort while also ensuring compliance with the MSFC SHE Program requirements.
- 15.2 **APPLICABLE DOCUMENTS:** Code of Federal Regulations (CFR) and listed consensus standards are applicable to all contracts to the extent specified or referenced in the contract. NASA and MSFC documents are applicable to all contracts performed at MSFC and at MAF to extent specified or referenced in the contract.

29 CFR Part 1910	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR Part 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i>
CFR Title 40 Parts 1-1068	<i>Protection of Environment</i>

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TITLE: On-site Safety, Health, and Environmental (SHE) Plan

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15. DATA PREPARATION INFORMATION (CONTINUED):

ANSI Standards applicable to the scope of this contract

NFPA Standards	<i>National Fire Codes</i>
Executive Order 13423	<i>Strengthening Federal Environmental, Energy, and Transportation Management</i>
NPR 3792.1	<i>Plan for a Drug-Free Workplace</i>
NPR 8621.1	<i>NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping</i>
NPD 8700.1	<i>NASA Policy for Safety and Mission Success</i>
NPR 8000.4	<i>Agency Risk Management Procedural Requirements</i>
NPR 8715.1	<i>NASA Occupational Safety and Health Programs</i>
NPR 8715.3	<i>NASA General Safety Program Requirements</i>
MPD 1280.1	<i>Marshall Quality Management System Manual</i>
MPD 1800.1	<i>MSFC Smoking Policy</i>
MPD 1840.1	<i>MSFC Environmental Health Program</i>
MPD 1840.2	<i>MSFC Hearing Conservation Program</i>
MPD 1840.3	<i>MSFC Respiratory Protection Program</i>
MPD 1860.2	<i>Radiation Safety Program</i>
MPD 8500.1	<i>MSFC Environmental Management Policy</i>
MPD 8570.1	<i>MSFC Energy and Water Management Program</i>
MPR 1040.3	<i>MSFC Emergency Plan</i>
MPR 1800.1	<i>Bloodborne Pathogens and Biohazardous Materials</i>
MPR 1800.2	<i>MSFC Ergonomics Program</i>
MPR 1800.3	<i>MSFC Sanitation Program</i>
MPR 1810.1	<i>MSFC Occupational Medicine</i>
MPR 1840.1	<i>MSFC Confined Space Entries</i>
MPR 1840.2	<i>MSFC Hazard Communication Program</i>
MPR 1840.3	<i>MSFC Hazardous Chemicals in Laboratories Protection Program</i>
MPR 1840.4	<i>MSFC Asbestos Program</i>
MPR 1860.1	<i>MSFC Radiation Safety Procedural Requirements</i>
MPR 1860.2	<i>Nonionizing Radiation Safety</i>
MPR 3410.1	<i>Training</i>
MPR 8500.1	<i>MSFC Environmental Management Program</i>
MPR 8500.2	<i>MSFC Environmental Management System (EMS)</i>
MPR 8715.1	<i>Marshall Safety, Health and Environmental (SHE) Program</i>
MWI 1810.1	<i>Automated External Defibrillator (AED) Program</i>
MWI 3410.1	<i>Personnel Certification Program</i>
MWI 8540.2	<i>Green Purchasing Program</i>
MWI 8550.1	<i>Waste Management</i>
MWI 8550.2	<i>Storm Water Management</i>
MWI 8550.3	<i>Wastewater Compliance</i>
MWI 8550.4	<i>Air Emissions Compliance</i>
MWI 8550.5	<i>Chemical Management</i>
MWI 8621.1	<i>Mishap and Close Call Reporting and Investigation Program</i>
MWI 8715.1	<i>Electrical Safety Program</i>
MWI 8715.2	<i>Control of Hazardous Energy (Lockout/Tagout) Program</i>
MWI 8715.3	<i>Hazard Identification & Warning System</i>
MWI 8715.4	<i>Personal Protective Equipment (PPE) and Systems</i>
MWI 8715.5	<i>Area/Building Manager Program</i>
MWI 8715.10	<i>Explosives, Propellants, & Pyrotechnics Program</i>
MWI 8715.11	<i>Fire Safety Program</i>
MWI 8715.12	<i>Safety, Health, and Environmental-Finding Tracking System (SHEtrak)</i>
MWI 8715.13	<i>Safety Concerns Reporting System (SCRS)</i>
MWI 8715.15	<i>Ground Operations Safety Assessment Program</i>

DRD Continuation Sheet

TITLE: On-site Safety, Health, and Environmental (SHE) Plan

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15. DATA PREPARATION INFORMATION (CONTINUED):

MWI 8715.16

Supervisor Safety, Health and Environmental (SHE) Visits

MWI 8715.17

Hazardous Operations Readiness Review Program

15.3 CONTENTS: The contractor's Safety, Health, and Environmental (SHE) Plan shall be written specifically for the work to be conducted at MSFC or MAF over the duration of this contracted effort. The plan shall provide a clear description of the contractor's approach for (1) Implementing their SHE program at MSFC or MAF, (2) Providing a workplace that is incident and injury free by (a) preventing employee fatalities, (b) reducing the number of incidents and (c) reducing the severity of employee injuries and illnesses, (3) Protecting the environment by complying with the MSFC or MAF's Environmental Management System, and (4) The methods for ensuring their SHE program is maintained compliant with (a) the MSFC SHE Core Program Requirements (CPR), (b) the applicable SHE related documents listed in 15.2 to the extent specified or referenced as applicable to this contracted effort and (c) the MSFC or MAF Quality Management System. **(NOTE:** A contractor's corporate SHE plan is not considered as being written specifically for the work to be conducted at MSFC or MAF and shall not be submitted for consideration).

a. CPR 1 - Management Leadership and Employee Involvement:

1. A description of the contractor's safety, health and environmental policy and their management's commitment to ensure the following: (1) A visible and proactive culture in the workplace that values the safety and health of their employees, (2) A safe and healthful workplace is provided for their employees, customers, and public that is free from incidents and injuries, (3) The safety performance of subcontractors or teammates is evaluated prior to their selection and over the duration of this contracted effort, when applicable, and (4) Property and the environment is protected over the duration of this contracted effort.
2. A description of how the contractor will ensure their work activities, operations, procedures and processes are conducted in compliance with EPA, OSHA, NASA, MPR 8715.1, all MSFC SHE documents listed in 15.2 that contain requirements specified or referenced as applicable to this contracted effort and the MSFC or MAF Quality Management System.
3. A description of how the contractor will ensure employees are encouraged to participate and be involved in their SHE Program (e.g., participate in safety committees, worksite inspections, accident investigations, the development of job hazard analysis, provide suggestion for improvements to their SHE program and report hazardous working conditions).
4. A description of how the contractor will ensure managers and employees are (1) Encouraged to take responsibility for their safety and health and that of other employees, (2) Encouraged to make safety a priority in the performance of their work processes, (3) Held accountable to perform their jobs/tasks in a safe and healthful manner while also protecting property and the environment, (4) Fully aware of and understand their roles and responsibilities in their SHE Program, and (5) Proactive in ensuring these responsibilities and accountabilities, including the disciplinary policy/program, are flowed-down to subcontractors and teammates over the duration of this contracted effort, when applicable.
5. A description of how the contractor will ensure monthly SHE meetings and awareness training is provided to employees and documented. **(NOTE:** Contractors located on-site at MSFC or MAF, when applicable, shall document their monthly SHE awareness training/meeting in the MSFC Supervisors Safety Web page (SSWP)).
6. A description of how the contractor will conduct self evaluations of their SHE Program in order to determine its effectiveness. Provide the frequency of these self evaluations and how they are documented.
7. A description of how the contractor will collect feedback from employees to obtain their perception of the effectiveness in their SHE Program. Provide the frequency of when this feedback is collected.
8. A description of how the contractor will ensure their SHE plan is maintained current with contract, NASA and MSFC requirements, and is reviewed and updated as necessary. Provide the frequency of when this review is conducted.
9. Provide the identification, by title, of the individual assigned by the contractor to be responsible to implement the contractor's SHE program elements and designated to serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.

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TITLE: On-site Safety, Health, and Environmental (SHE) Plan
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15. DATA PREPARATION INFORMATION (CONTINUED):

b. CPR 2 - Worksite Analysis:

1. A description of how the contractor will ensure each supervisor conducts and documents monthly worksite safety inspections and safety visits to ensure (1) Employees are provided with safe and healthful working environment, (2) Unsafe and unhealthful conditions are corrected within a timely manner when they are discovered, and (3) Employees are performing their jobs/tasks/operations in a safe and healthful manner. (**NOTE:** Contractor supervisors' located on-site at MSFC or MAF, when applicable, shall perform safety inspections and visits once per month per supervisor and document the results of these visits in the MSFC SSWP, in accordance with MPR 8715.1 and MWI 8715.16).
2. A description of how the contractor will ensure employees are encouraged to report, without the fear of reprisal from management, any condition that they feel is hazardous or unsafe and receive a timely and appropriate response to investigate and correct the condition. Provide a description of how these reports are documented and tracked to closure. (**NOTE:** Contractors located at MSFC and MAF, when applicable, can use the reporting process described in MWI 8715.13 as their employee safety concern reporting system).
3. A description of how the contractor will ensure all mishaps and close calls are reported, documented, and investigated to the extent necessary to determine the proximate or root cause(s) of the mishap or close call. (**NOTE:** Reference DRD 1411SA-002, *On-site Mishap and Safety Statistics Report*, NPR 8621.1 and MWI 8621.1).
4. A description of the contractor's policy for conducting post-mishap drug and alcohol testing when the initial mishap investigation provides reason to believe an employee's actions or failure to perform a required action is reasonably suspected of having caused or contributed to causing the mishap. (**NOTE:** In the event a mishap results in a fatality or serious injury requiring immediate hospitalization, or substantial damage to property estimated to exceed \$10,000, post-mishap drug and alcohol testing can be required by the government and the results of these tests shall be provided to the MSFC Contracting Officer. See NPR 3792.1, NPR 8621.1 and MWI 8621.1).

c. CPR 3 - Hazard Prevention and Control:

1. A description of how the contractor will ensure they are fully compliant with the MSFC SHE documented programs and processes listed in 15.2 that contain requirements specified or referenced as applicable to this contracted effort (e.g., Personal Protective Equipment (PPE), Respiratory Protection, Hazard Communication, Confined Space Entry, Control of Hazardous Energy (Lockout/Tagout), Bloodborne Pathogens).
2. A description of how the contractor will ensure an emergency management program is implemented at their worksite that will ensure (1) All types of emergencies that can occur during this contracted effort (e.g., fire, chemical spill, accidents, natural disasters) are responded to, (2) All employees are informed and made aware of what they are to do in the event of an emergency, and (3) who employees are to contact in the event an emergency. (**NOTE 1:** Contractors located at MSFC and MAF, when applicable, can elect to use MPR 1040.3 as their emergency management program). (**NOTE 2:** A list of emergency phone numbers and points-of-contacts is to be posted at the worksite for employee reference).
3. A description of how the contractor will ensure safety, health, and environmental services that are applicable to this contracted effort are provided at the worksite over the duration of this contracted effort (i.e., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication, etc.). Provide a list of the safety, health and environmental services that are not being requested to be provided by MSFC or MAF and will be provided at the worksite by the contractor, when applicable.

d. CPR 4 - Safety, Health and Environmental Training:

1. A description of how the contractor will ensure each contractor employee is informed, trained, and knowledgeable (1) to recognize hazardous conditions in the workplace, (2) to recognize signs and symptoms of workplace-related illnesses, and (3) to understand the safe work practices and procedures used in the workplace. (**NOTE:** Contractors shall maintain a record of this training and provide to the Government, when requested).

DRD Continuation Sheet

TITLE: On-site Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1411SA-001

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15. DATA PREPARATION INFORMATION (CONTINUED):

2. A description of how the contractor will ensure each contractor employee is informed and trained to fully understand they are empowered and authorized to “stop or halt” any activity when they have reason to suspect that the activity is being conducted in an unsafe or unhealthy manner. (**NOTE 1:** When an activity is “stopped or halted” the activity cannot resume until the unsafe condition has been corrected. At MSFC the Industrial Safety Branch shall be notified and at MAF the S&MA representative shall be notified). (**NOTE 2:** Contractors shall maintain a record of this training and provide documentation of this training to the Government, when requested).
3. A description of how the contractor will ensure the contractor’s disciplinary policy/program is equitably enforced and clearly communicated to employees, so that each employee is trained and fully understands (1) The contractor’s disciplinary policy/program, (2) The actions that can be taken by the contractor when an employee is discovered not following safety, health, and environmental policies, procedures and rules, and disciplinary actions are warranted, and (3) How the contractor’s disciplinary policy/program is flowed-down to subcontractors or teammates over the duration of this contracted effort, when applicable. (**NOTE:** Contractors shall maintain a record of this training and provide to the Government, when requested).
4. A description of how the contractor will ensure that (1) each operation/job is evaluated to identify the specific training required for employees to safely perform the operation/job in support of this contracted effort and (2) employees are provided the specific training prior to performing the operation/job. (**NOTE 1:** At a minimum the training shall include an emphasis of the specific safety and health hazards, emergency operations including shutdown, and safe work practices applicable to the operation/job). (**NOTE 2:** Contractors located at MSFC and MAF, when applicable, are to document this evaluation by using the MSFC SHE Training Assessment tool located on the MSFC Supervisor Safety Web Page (SSWP)). (**NOTE 3:** Contractors shall maintain a record of this training and provide to the Government, when requested).
- e. CPR 5 - Environmental Management System: A description of how the contractor will ensure compliance with environmental laws and regulations CFR Title 40 Parts 1-1068, Alabama Department of Environmental Management (ADEM), Executive Order 13423 and 13514, MPR 8500.1 and MPR 8500.2 by:
 1. Implementing and reporting green procurements in accordance with MWI 8540.2.

15.4 FORMAT: Contractor format is acceptable, but it is recommended for the contractor to follow the order of MSFC SHE CPRs as they are shown in 15.3 or provide a Matrix that clearly links where each MSFC SHE CPR sub-element is addressed in the contractor’s SHE Plan. The contractor’s SHE plan submitted in accordance with this DRD shall be written specifically for the work being performed by the contractor in support of this contracted effort. Corporate SHE plans are prohibited from being submitted. (**NOTE:** see 7 and 15.3)

15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

- J-2-26

DRD Continuation Sheet

TITLE: On-site Mishap and Safety Statistics Reports

DRD NO.: 1411SA-002

DATA TYPE: 3

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11. INITIAL SUBMISSION (CONTINUED):

- e. **Initial reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working on-site shall be within 24 hours** of occurrence or awareness of injury by:
 - 1. Notifying the Contracting Officer and MSFC Industrial Safety Branch at (256) 544-0046. At MAF notify the MSFC S&MA representative located at MAF at (504) 257-2526.
- f. **Follow-up reporting:**
 - 1. **All Mishaps (Type A, Type B, Type C, and Type D) and Close Calls:** A follow-up report or update into IRIS **within 24 hours** after the initial notification to the MSFC Industrial Safety Branch or at MAF the MSFC S&MA representative located at MAF by the contractor designated IRIS representative, or electronic submittal to MSFC Industrial Safety Branch.
 - 2. **Type A, Type B, and High-Visibility Mishaps and Close Calls with a Mishap Investigation Board Report:** submitted after completion of investigation. Corrective Action Plan submitted within the timeline specified by Investigation Appointing Official upon Endorsing Official approval.
 - 3. **All Mishaps:** Follow-up Corrective Action Plan/Status 30 days after appointment of the Mishap Investigation Board.
- g. **Safety Concerns, Hazards, and non-reportable mishaps** for contractors working **on-site** shall be reported per MPR 8715.1 and MWI 8715.13.

12. **SUBMISSION FREQUENCY:** Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) - By the 10th of each month after Authority to Proceed (ATP) or contract award and submitted monthly thereafter to the MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating the mishap record in IRIS data base (preferred) or electronic submittal to MSFC Industrial Safety Branch or for work performed at MAF to the MSFC S&MA representative located at MAF, unless directed to send it to the MSFC Industrial Safety Branch.

13. REMARKS:

14. **INTERRELATIONSHIP:** DRD 1411SA-001, *Safety, Health, and Environmental (SHE) Plan*. PWS paragraph 2.3

15. DATA PREPARATION INFORMATION:

- 15.1 **SCOPE:** For the government to be notified by the contractor of all contractor mishaps, close calls, and serious non-occupational injuries or illnesses as required in NPR 8621.1 and MWI 8621.1.

15.2 APPLICABLE DOCUMENTS:

NPR 8621.1	<i>NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping</i>
MPR 8715.1	<i>Marshall Safety, Health, and Environmental (SHE) Program</i>
MWI 8621.1	<i>Mishap and Close Call Reporting and Investigation Program</i>
MWI 8715.13	<i>Safety Concerns Reporting System (SCRS)</i>

- 15.3 **CONTENTS:** Initial and follow-up mishap reports shall contain all information required by NPR 8621.1 and MWI 8621.1. Mishap and Safety Statistics Reports shall contain the information listed in 11.a.2 and on the MSFC Form 4371.

- 15.4 **FORMAT:** The following formats or electronic equivalent shall be submitted:

- a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics" or an equivalent electronic notification system that provides all necessary information listed in 11.a.2.
- b. Mishap Investigation Board Report using the format provided in NPR 8621.1.
- c. Additional Information Submittal per MWI 8621.1.

DRD Continuation Sheet

TITLE: On-site Mishap and Safety Statistics Reports

DRD NO.: 1411SA-002

DATA TYPE: 3

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15. **DATA PREPARATION INFORMATION (CONTINUED):**

15.5 **MAINTENANCE:** None required

15.6 **DEFINITIONS:** NASA Mishap. An unplanned event that results in at least one of the following:

- a. Injury to non-NASA personnel, caused by NASA operations.
- b. Damage to public or private property (including foreign property), caused by NASA operations or NASA-funded development or research projects.
- c. Occupational injury or occupational illness to NASA personnel.
- d. NASA mission failure before the scheduled completion of the planned primary mission.
- e. Destruction of, or damage to, NASA property except for a malfunction or failure of component parts that are normally subject to fair wear and tear and have a fixed useful life that is less than the fixed useful life of the complete system or unit of equipment, provided that the following are true: 1) there was adequate preventative maintenance; and 2) the malfunction or failure was the only damage and the sole action is to replace or repair that component.

Close Call. An event in which there is no injury or only minor injury requiring first aid and/or no equipment/property damage or minor equipment/property damage (less than \$1000), but which possesses a potential to cause a mishap.

High Visibility (Mishaps or Close Calls). Those particular mishaps or close calls, regardless of the amount of property damage or personnel injury, that the Administrator, Chief/OSMA, CD, AA/OIA, or the Center SMA director judges to possess a high degree of programmatic impact or public, media, or political interest including, but not limited to, mishaps and close calls that impact flight hardware, flight software, or completion of critical mission milestones.

Type A Mishap. A mishap resulting in one or more of the following: (1) an occupational injury or illness resulting in a fatality, a permanent total disability, or the hospitalization for inpatient care of 3 or more people within 30 workdays of the mishap; (2) a total direct cost of mission failure and property damage of \$2 million or more; (3) a crewed aircraft hull loss; (4) an occurrence of an unexpected aircraft departure from controlled flight (except high performance jet/test aircraft such as F-15, F-16, F/A-18, T-38, OV-10, and T-34, when engaged in flight test activities).

Type B Mishap. A mishap that caused an occupational injury or illness that resulted in a permanent partial disability, the hospitalization for inpatient care of 1-2 people within 30 workdays of the mishap, or a total direct cost of mission failure and property damage of at least \$500,000 but less than \$2,000,000.

Type C Mishap. A mishap resulting in a nonfatal occupational injury or illness that caused any days away from work, restricted duty, or transfer to another job beyond the day or shift on which it occurred, or a total direct cost of mission failure and property damage of at least \$50,000 but less than \$500,000.

Type D Mishap. A mishap that caused any nonfatal OSHA recordable occupational injury and/or illness that does not meet the definition of a Type C mishap, or a total direct cost of mission failure and property damage of at least \$1,000 but less than \$50,000.

Off-site. Work is physically located at a facility or on property that is **not owned or controlled by MSFC**. This is normally considered as a contractor owned facility or property or other NASA Center.

On-site. Work is physically located at MSFC, MAF or on property that is **owned or controlled by MSFC**.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement P350/Melinda E Swenson Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center PS50/Melinda E Swenson 256-544-0381 melinda.e.swenson@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C 10B. DATED (SEE ITEM 13) 08/16/2012	
CODE 02229	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Decrease: -\$19,405.00

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 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)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to deobligate funds in the amount of \$19,405. Therefore funding is decreased by \$19,405 from \$4,994,205 to \$4,974,800. The estimated funded through date is unchanged.

The following page(s) has/have been modified.

Page Deleted Page Added
H-8 (Mod 9) H-8 (Mod 10)

All Other terms and conditions remain unchanged and in full force and effect.

Continued ...

(b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melinda E. Swenson	
	16B. UNITED STATES OF AMERICA 19 July 2013 (Signature of Contracting Officer)	16C. DATE SIGNED 7/19/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000010PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/736466.01.08.08.06/////D 00/2510/62/CASX22013D/361N/8013/140122 Account code changed from 62CS30/6100.2511/62/FC000000/736466.01.08.08.06/00 0/2510/62/CASX22013D/361N/8013/140122/4/46 to 62CS30/6100.2511/FC000000/736466.01.08.08.06/////D 00/2510/62/CASX22013D/361N/8013/140122 Amount changed from \$19,405.00 to \$0.00 Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)

(a) Of the total price of Mission Services, Material & Supplies and Travel & Training, the sum of \$4,974,800 is presently available for payment and allotted to this contract. A breakout between Mission Services, Material & Supplies and Travel & Training is provided below.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$4,994,205
This Action				(\$19,405)
New Amount				\$4,974,800

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 31, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000011		3. EFFECTIVE DATE 07/31/2013		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS50/Melinda E Swenson Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center PS50/Melinda E Swenson 256-544-0381 melinda.e.swenson@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

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: \$295,547.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) 1852.232-77, Limitation of Funds (Fixed Price Contract)

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:

1. Increase Total funds Allotted in the amount of \$295,547 from \$4,974,800 to \$5,270,347.

The funding allocation is as follows:

Mission: Increased by (b)(4)

Materials and Supplies: Increased by (b)(4)

The anticipated fund through date is September 30, 2013.

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) Lynn P Southgate	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Lynn P. Southgate</i> (Signature of Contracting Officer)	16C. DATE SIGNED 07/31/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM12AA53C/000011

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Slip sheets to the contract are provided with sidebars indicating change.</p> <p>H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.</p> <p>Pages Deleted Pages Added</p> <p>H-8 (MOD 10) H-8 (MOD 11)</p> <p>3. All other terms and conditions remain unchanged and in full force and effect.</p> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$3,722,753 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$4,974,800
This Action				\$295,547
New Amount				\$5,270,347

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000012		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS50/Melinda E Swenson Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	
CODE 0Z229		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:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) 1852.232-77, Limitation of Funds (Fixed Price Contract)

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 incremental funding for Materials and Supplies.

1. Increase Total funds Allotted in the amount of (b)(4)

The funding allocation is as follows:

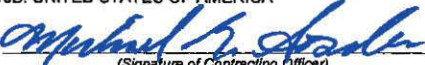
Materials and Supplies: Increased by (b)(4)

The anticipated fund through date is September 30, 2013.

2. Slip sheets to the contract are provided with sidebars indicating change.

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) Michael R Sosebee	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/22/13
(Signature of person authorized to sign)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000012

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>H.6, Limitation of Funds (Fixed Price Contract) (MAR 1989), Page H-8.</p> <p>Pages Deleted Pages Added</p> <p>H-8 (MOD 11) H-8 (MOD 12)</p> <p>3. Accounting and Appropriation Data:</p> <p>(a) 4200477619 (b)(4) 62HS30/6100.2511/62/FC000000/277144.11.01.09.02/00 0/2510/62/EXPX22013D/547E/8013/140124/1/2</p> <p>(b) 4200485374 (b)(4) 62ZP30/6100.2511/62/FC000000/471296.01.08.01/000/2 510/62/SPTX22013D/059B/8013/140131/1/2</p> <p>(c) 4200485859 (b)(4) 62XP60/6100.2511/62/FC000000/585777.09.60.01.62/00 0/2510/62/EXPX22013D/719V/8013/140124/1/2</p> <p>(d) 4200485518 (b)(4) 62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22013D/733B/8013/140115/1/2</p> <p>(e) 4200486056 (b)(4) 62CS20/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCSX22012D/881D/8012/130120/4/79 (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/714607.01.05.01/000/2 510/62/SCSX22013D/881D/8012/140120/5/80 (b)(4)</p> <p>62FP22/6100.2511/62/FC000000/465372.01.08.01/000/2 510/62/SPTX22013D/334L/8013/140131/1/43 (b)(4)</p> <p>62IS50/6100.2511/62/FC000000/812235.29.20.02.08/00 0/2510/62/CASX22013D/922A/8013/140122/2/44 (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/573754.11.08/000/2510 /62/EXPX22013D/719V/8013/140124/3/45 (b)(4)</p> <p>4. All other terms and conditions remain unchanged and in full force and effect.</p> <p>Payment Terms: Net 30 days</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$3,722,753 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$5,374,671

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000013		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS50/Melinda E Swenson Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

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) Bilateral, FAR 43.103 (a) (3)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to:

1. Revise Section B.1 so that Contracting Officer approval is no longer required prior to the incurrence of materials/ supplies less than \$100K or domestic travel expenses.
2. Revise Section 8 of the Performance Work Statement (PWS) to add an IDIQ requirement for Surge Exhibit Support.
3. Slip sheets to the contract are provided with sidebars indicating change.

Continued ...

Exemptions added 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.

(b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael R Sosebee
16C. DATE SIGNED 29 Aug 13	16B. UNITED STATES OF AMERICA <i>Michael R Sosebee</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 8/29/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/C J13PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Pages Deleted Pages Added B-2&3 (Base) B-2&3 (Mod 13) J-1-2 (Base) J-1-2 (mod 13)				
	4. All other terms and conditions remain unchanged and in full force and effect.				
	5. In consideration of the modifications agreed to herein as complete equitable adjustments for all claims arising out of or attributable to the issuance of contract change(s) and or contractor proposals listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments to such facts or circumstances giving rise to said contract change(s) and/or contractor proposals, and for such additional obligations as may be required by this modification.				
	Payment Terms: Net 30 days				

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 FIRM FIXED PRICE (FFP) MISSION SERVICES WITH INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Performance Work Statement incorporated as Attachment J-1, Performance Work Statement (PWS), MSFC.

This is a performance-based; Firm-Fixed-Price (FFP) Mission Services with Indefinite Delivery Indefinite Quantity (IDIQ) type Contract against a General Services Administration (GSA) Federal Supply Schedule (FSS). Work is authorized for Mission Services commencing with the effective date of this base Contract for services against GSA FSS. Herein after the terms Order and Contract refer to this Order against the GSA schedule contract.

The purpose of this Contract is to provide comprehensive strategic analysis and communications services for the George C. Marshall Space Flight Center (MSFC) and their customers.

(a) **FFP Mission Services**

Work that can be identified in advance and in sufficient detail and quantities, is henceforth identified as Mission Services. Mission Services prices include all overhead, G&A, profit, and all direct and indirect costs of delivering the services. Work covered as Mission Services include PWS references 2.0 – 5.0. This work shall be performed within the FFP for each Mission Services CLIN set forth in Clause B.2, Matrix of Contract Line Item Numbers (CLINs) and Contract Value. Options 1 through 4 and 21 of the Mission Services are included in the Schedule of Prices for Mission Services Options.

A number of PWS elements include a banding of the services required (Attachment J-1, PWS). The bands quantify the minimum and maximum product requirement for a 12 month period, (see Clause H.23). For those contract periods less than 12 months these bands will be appropriately pro-rated. Work below the prescribed bands will result in an equitable adjustment to the contract. Work in excess of the band may result in either an equitable adjustment or issuance of an IDIQ Task Order (in accordance with Clauses H.2 and H.3) at the Government's discretion.

- (b) The Government has estimated materials and supplies cost for the base period and each option period. Profit will not be paid for these expenses; only the accepted overhead as set forth in Attachment J-4 will be applied to these costs. Materials/supplies shall be invoiced on a separate line item in all invoices in which these costs are incurred. The Contractor shall obtain approval from the Contracting Officer's Technical Representative (COTR) at least five (5) days prior to the incurrence of materials/supplies expenses. Any materials/supplies expenses greater than \$100K in total shall require both the CO and the COTR concurrence.

Any unused Materials/Supplies value in any contract period may be utilized during a subsequent contract period at the discretion of the Government. Any unused value at the end of the contract may be deducted from the contract value by contract modification.

- (c) The Government has estimated travel and training cost (excludes Government provided training) for the base period and each option period. Profit will not be paid for these expenses; only the accepted overhead as set forth in Attachment J-4 will be applied to these costs. Travel will be performed in compliance with the Federal Travel Regulations (FTR). Actual expenses exceeding the FTR's will not be paid by the Government. Travel/training shall be invoiced on a separate line item in all invoices in which these costs are incurred. The Contractor shall obtain approval from the Contracting Officer's Technical Representative (COTR) at least five (5) days prior to the incurrence of travel/training expenses for domestic travel only. CO concurrence is required for foreign travel.

Any unused Travel/Training value in any contract period may be utilized during a subsequent contract period at the discretion of the Government. Any unused value at the end of the contract may be deducted from the contract value by contract modification.

- (d) Indefinite Delivery/Indefinite Quantity (IDIQ)
Work that cannot be sufficiently identified or quantified in advance but is within the general scope of this contract, or potential support in the areas described in attachment J-1, PWS, reference 8.0, is identified as IDIQ work. IDIQ work may be authorized by the Government as a fixed price Task Order, using negotiated labor rates, Attachment J-4, OSAC COMMSS IDIQ Labor Rate Schedule. The Government may order IDIQ services at any time after contract start in accordance with the procedures set forth in Clause H.2, Task Ordering Procedure, H.3 Supplemental Task Ordering Procedures, and Attachment J-5, OSAC COMMSS IDIQ Task Order Process via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-6, Task Order (TO) Summary, by contract modification.

(End of Clause)

B.2 MATRIX OF CONTRACT LINE ITEM NUMBERS (CLINs) AND CONTRACT VALUE

In order to separately track price and funding allotted, separate CLINs have been established as follows. Contract options will be exercised at the Government's discretion based on programmatic needs and in accordance with FAR 52.217-8, Option to Extend Services and FAR 52.217-9, Option to Extend the Term of the Contract.

related to placement of the exhibit and operations (such as level parking, clearance, and safety concerns); and supporting the exhibit team in scheduling and booking arrangements, metrics, and reports.

IDIQ - Unplanned/Emergency Activities. Develop and coordinate activities as necessary for the planning and execution of unplanned/emergency activities. Unplanned activities are those discovered reasonably in advance yet were not described in the PWS. Unplanned/Emergency activities are those types of occurrences which cannot be planned and arise unannounced.

IDIQ Surge Exhibit Support: The contractor shall manage, design, fabricate and operate excess MSFC, program, project and NASA Headquarters' exhibits additionally, conduct the implementation of multiple simultaneous exhibit programs throughout the contract performance. Shall respond to all additional exhibit requirements, including those with rapid turn-around, in a timely manner and as resources permit. Shall arrange for support and material for all aspects of exhibit management, including static and traveling exhibits, metrics and reports, communication workshops or other such outreach activities.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 000014		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS50/Melinda E Swenson Marshall Space Flight Center AL 35812		CODE MSFC		5. PROJECT NO. (If applicable)	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNH12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

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: \$1,168,633.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Unilateral, IAW FAR Clause 52.217-9, Option to Extend the Term of the Contract

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.)

A. The purpose of this modification is to:

1. Exercise the Mission Option Year 1 in the amount of (b)(4)
2. Exercise the Materials & Supplies Option Year 1 in the amount of (b)(4)
3. Exercise the Travel & Training Option Year 1 in the amount of (b)(4)
4. Extend the Period of Performance from 09/30/2013 to 09/30/2014;
5. Extend the Funded-Through Date from 09/30/2013 to 12/26/2013;
6. Increase Total funds Allotted in the amount of \$1,168,633 from \$5,374,671 to \$6,543,304.

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) Michael R Sosebee	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/23/13

NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>The funding allocation is as follows:</p> <p>Mission: increased by (b)(4) from (b)(4) to (b)(4)</p> <p>Materials and Supplies: increased by (b)(4) from (b)(4)</p> <p>Travel and Training: increased by (b)(4) from (b)(4)</p> <p>B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. Table B.2.1 Matrix of CLINs and Contract Value b. Table B.6.1 Estimated IDIQ Minimum and Maximum Values c. F.2 Period of Performance d. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>C. As a result, the following pages have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Pages B4-6 (Base)</td><td>Pages B4-6 (Mod 14)</td></tr><tr><td>Page F-1 (Base)</td><td>Page F-1 (Mod 14)</td></tr><tr><td>Page H-8 (Mod 12)</td><td>Page H-8 (Mod 14)</td></tr></table> <p>D. Accounting and Appropriation Data:</p> <p>PR 4200489915: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22013D/361N/8013/140122/1/2 Amount: \$20,000.00</p> <p>62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/8013/140122/2/3 Amount: \$20,000.00</p> <p>62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/3/4 Amount: \$55,134.00</p> <p>62CS10/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/8013/140122/4/5 Amount: \$20,000.00</p> <p>62CS30/6100.2511/62/FC000000/736466.01.08.08.05/00 Continued ***</p>	Pages Deleted	Pages Added	Pages B4-6 (Base)	Pages B4-6 (Mod 14)	Page F-1 (Base)	Page F-1 (Mod 14)	Page H-8 (Mod 12)	Page H-8 (Mod 14)				
Pages Deleted	Pages Added												
Pages B4-6 (Base)	Pages B4-6 (Mod 14)												
Page F-1 (Base)	Page F-1 (Mod 14)												
Page H-8 (Mod 12)	Page H-8 (Mod 14)												

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0/2510/62/CASX22013D/361N/8013/140122/5/6 Amount: \$21,537.00				
	62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22013D/719V/8013/140124/6/7 Amount: \$145,327.00				
	62CS20/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22013D/269B/8013/140120/7/8 Amount: \$16,000.00				
	62CS01/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22013D/719V/8013/140124/8/9 Amount: \$49,066.00				
	62CS01/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22013D/334L/8013/140131/9/10 Amount: \$6,703.00				
	62CS01/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22013D/269B/8013/140120/10/11 Amount: \$13,635.00				
	62CS01/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22013D/361N/8013/140122/11/12 Amount: \$9,179.00				
	62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22013D/733B/8013/140115/12/13 Amount: \$24,000.00				
	62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22013D/277J/8013/140131/13/14 Amount: \$5,000.00				
	62CS01/6100.2511/62/FC000000/389018.02.14.01.04/000/2510/62/SCEX22013D/389A/8013/140120/14/15 Amount: \$8,311.00				
	62ZP11/6100.2511/62/FC000000/389018.02.14.01.04/000/2510/62/SCEX22013D/389A/8013/140120/15/16 Amount: \$97,689.00				
	62CS20/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22013D/361N/8013/140122/16/17 Amount: \$25,676.00				
	62CS20/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22013D/618I/8013/140122/17/18 Amount: \$43,244.00				
	Continued				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS01/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/18/19 Amount: \$1,386.00				
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	PR 4200439950: 62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22013D/334L/8013/140131/1/2 Amount: \$10,000.00				
	62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22013D/277J/8013/140131/2/3 Amount: \$13,019.00				
	62CS20/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22013D/361N/8013/140122/3/4 Amount: \$10,000.00				
	PR 4200489938: 62CS30/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/1/2 Amount: \$40,000.00				
	62CS20/6100.2511/62/FC000000/892840.11.08/000/2510 /62/SCEX22013D/269B/8013/140120/2/3 Amount: \$38,215.00				
	62CS20/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/3/4 Amount: \$4,724.00				
	62ZP01/6100.2511/62/FC000000/936723.02.01.08.54/00 0/2510/62/SCEX22013D/242A/8013/140120/4/5 Amount: \$3,117.00				
	62CS20/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22013D/361N/8013/140122/5/6 Amount: \$55,000.00				
	62FP22/6100.2511/62/FC000000/673467.01.08/000/2510 /62/SPTX22013D/334L/8013/140131/6/7 Amount: \$24,560.00 Continued ***				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/7/8 Amount: \$0.00				
	62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22013D/277J/8013/140131/8/9 Amount: \$16,000.00				
	PR 4200490509: 62HS30/6100.2511/62/FC000000/269027.04.08/000/2510 /62/SCEX22013D/515A/8013/140120/1/2 Amount: \$870.00				
	62CS20/6100.2511/62/FC000000/709031.11.08.02/000/2 510/62/EXPX22013D/055Y/8013/140124/2/3 Amount: \$38,595.00				
	62FP40/6100.2511/62/FC000000/432938.09.01.08.02:0/ 2/000/2510/62/CASX22013D/361N/8013/140122/3/4 Amount: \$1,634.00				
	62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/4/5 Amount: \$318.00				
	62ZP30/6100.2511/62/FC000000/563550.01.08.01/000/2 510/62/SPTX22013D/425W/8013/140131/5/6 Amount: \$6,190.00				
	PR 4200490575: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03.0/ 1/000/2510/62/CASX22013D/361N/8013/140122/1/2 Amount: \$2,500.00				
	62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22013D/361N/8013/140122/2/3 Amount: \$9,776.00				
	62CS30/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22013D/361N/8013/140122/3/4 Amount: \$9,776.00				
	62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/4/5 Amount: \$15,451.00				
	62CS20/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/5/6 Amount: \$46,797.00 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS30/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22013D/361N/8013/140122/6/7 Amount: \$48,922.00				
	62CS01/6100.2511/62/FC000000/432938.09.01.08.02.0/ 1/000/2510/62/CASX22013D/361N/8013/140122/7/8 Amount: \$5,065.00				
	62CS20/6100.2511/62/FC000000/709031.11.08.02/000/2 510/62/EXPX22013D/055Y/8013/140124/8/9 Amount: \$7,805.00				
	62CS20/6100.2511/62/FC000000/573754.01.02.15.07.0/ 4/000/2510/62/EXPX22013D/719V/8013/140124/9/10 Amount: \$16,800.00				
	62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22013D/618I/8013/140122/10/11 Amount: \$65,405.00				
	62CS01/6100.2511/62/FC000000/465372.01.08.01/000/2 510/62/SPTX22013D/334L/8013/140131/11/12 Amount: \$11,700.00				
	62ZP20/6100.2511/62/FC000000/397424.07.02.03.12/00 0/2510/62/SCEX22013D/814L/8013/140120/12/13 Amount: \$20,000.00				
	E. All other Terms and Conditions remain unchanged.				
	Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				
	FOB: Destination				

Table B.2-1 – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	PRICE	OPTION STATUS
	MISSION SERVICES			FFP	
1	10/01/2012 – 09/30/2013	Mission Services Base Period	2.0, 3.0, 4.0, 5.0	(b)(4)	
2	10/01/2013 – 09/30/2014	Mission Services Option Period 1	2.0, 3.0, 4.0, 5.0		Exercised
3	10/01/2014 – 09/30/2015	Mission Services Option Period 2	2.0, 3.0, 4.0, 5.0		Unexercised
4	10/01/2015 – 09/30/2016	Mission Services Option Period 3	2.0, 3.0, 4.0, 5.0		Unexercised
5	10/01/2016 – 09/31/2017	Mission Services Option Period 4	2.0, 3.0, 4.0, 5.0		Unexercised
	MATERIALS AND SUPPLIES			Not to Exceed	
6	10/01/2012 – 09/30/2013	Materials and Supplies Base Period	6.0	\$1.65M	
7	10/01/2013 – 09/30/2014	Materials and Supplies Option Period 1	6.0	\$1.65M	Exercised
8	10/01/2014 – 09/30/2015	Materials and Supplies Option Period 2	6.0	\$1.65M	Unexercised
9	10/01/2015 – 08/31/2016	Materials and Supplies Option Period 3	6.0	\$1.65M	Unexercised
10	10/01/2016 – 09/30/2017	Materials and Supplies Option Period 4	6.0	\$1.65M	Unexercised
	TRAVEL AND TRAINING			Not to Exceed	
11	10/01/2012 – 09/30/2013	Travel and Training Base Period	7.0	\$0.35M	
12	10/01/2013 – 09/30/2014	Travel and Training Option Period 1	7.0	\$0.35M	Exercised
13	10/01/2014 – 09/30/2015	Travel and Training Option Period 2	7.0	\$0.35M	Unexercised

14	10/01/2015 – 09/30/2016	Travel and Training Option Period 3	7.0	\$0.35M	Unexercised
15	10/01/2016 – 09/30/2017	Travel and Training Option Period 4	7.0	\$0.35M	Unexercised
	IDIQ			Maximum Quantity Potential	
16	10/01/2012 – 09/30/2013	IDIQ Base Period	8.0	\$3.50M	
17	10/01/2013 – 09/30/2014	IDIQ Option Period 1	8.0	\$3.50M	Exercised
18	10/01/2014 – 09/30/2015	IDIQ Option Period 2	8.0	\$3.50M	Unexercised
19	10/01/2015 – 09/30/2016	IDIQ Option Period 3	8.0	\$3.50M	Unexercised
20	10/01/2016 – 09/30/2017	IDIQ Option Period 4	8.0	\$3.50M	Unexercised
	OPTION TO EXTEND SERVICES				
21	10/01/2017 – 03/31/2018	Mission Services Option Period 5	2.0, 3.0, 4.0, 5.0	(b)(4)	Unexercised
22	10/01/2017 – 03/31/2018	IDIQ Option Period 5	8.0	\$1.75M NTE	Unexercised
23	10/01/2017 – 03/31/2018	Materials and Supplies Option Period 5	6.0	\$0.825M NTE	Unexercised
24	10/01/2017 – 03/31/2018	Travel and Training Option Period 5	7.0	\$0.175M NTE	Unexercised

B.3 ORDER RATE STRUCTURE

Task Orders will be placed periodically in accordance with Clause H.2, Task Ordering Procedure and H.3 Supplemental Task Ordering Procedures, utilizing the Contractor's fully burdened labor rates inclusive of profit in Attachment J-4, OSAC COMSS IDIQ Labor Rate Schedule for each labor category.

(End of Clause)

B.4 PRICE DEDUCTIONS FOR FAILURE TO MEET ACCEPTABLE PERFORMANCE LEVELS (APLs)

The Contractor shall apply deductions for failure to meet APLs. These deductions for the quarter shall be reflected in the subsequent monthly invoice. Detailed instructions for applying the price deduction for failure to meet APLs and the method of calculation are defined in Attachment J-3, Performance Requirements Summary (PRS).

(End of Clause)

B.5 RESERVED

B.6 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

- a) The IDIQ portion of this contract is described in Attachment J-1, PWS 8.0. This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.2 and H.3.
- b) This clause establishes the minimum and maximum quantity values for each IDIQ CLIN of the contract as set forth below.

Table B.6-1 - ESTIMATED IDIQ MINIMUM AND MAXIMUM VALUES

IDIQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
16	Base Period	\$0.00	\$3.50 M
17	Option 1 (Exercised)	\$0.00	\$3.50 M
18	Option 2	\$0.00	\$3.50 M
19	Option 3	\$0.00	\$3.50 M
20	Option 4	\$0.00	\$3.50 M
22	Option 5 to Extend Services (6 mo)	\$0.00	\$1.75M
TOTAL		\$0.00	\$19.25M

- c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the IDIQ CLINs.
- d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.
- e) The actual values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3.
- f) Any unused value remaining in IDIQ CLINs delineated in (b) above, may be rolled over to subsequent contract option periods if exercised, provided that the total maximum quantity of \$19.25M is not exceeded over the life of this contract.

(End of Clause)

[END OF SECTION]

SECTION F- DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay of Work.	(APR 1984)
52.247-34	F.O.B. Destination	(NOV 1991)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
----------------------	--------------	-------------

None included by reference

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is October 1, 2012 through September 30, 2014. The phase-in period will not exceed thirty (30) calendar days and will be awarded by a separate purchase order.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract (see FAR 52.217-9, Option to Extend the Term of the Contract and FAR 52.217-8, Option to Extend Services), the period of performance for each option will be as set forth below:

<u>Option Periods</u>	<u>Period of Performance</u>
Option 1 (Exercised)	October 1, 2013 through September 30, 2014
Option 2	October 1, 2014 through September 30, 2015
Option 3	October 1, 2015 through September 30, 2016
Option 4	October 1, 2016 through September 30, 2017
Option 5	October 1, 2017 through March 31, 2018

(End of Clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s): Marshall Space Flight Center (MSFC), Huntsville, Alabama, and the National Space Science Technology Center (NSSTC), Huntsville, Alabama and at other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$4,629,144 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$5,374,671
This Action				\$1,333,633
New Amount				\$6,708,304

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date: TBD

Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 26, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000015		3. EFFECTIVE DATE 09/30/2013		4. REQUISITION/PURCHASE REQ. NO. 4200485552	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS50/Melinda E Swenson Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12A353C		10B. DATED (SEE ITEM 13) 08/16/2012	

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:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Unilateral, L&W NEF Clause 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)

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.)

A. The purpose of this modification is to:

1. Increase Total Funds Allotted in the amount of (b)(4)

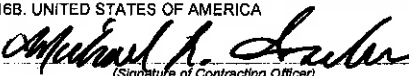
The funding allocation is as follows:

Travel and Training: increased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

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) Michael R Sosebee	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/30/13

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000015	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>C. As a result, the following pages have been added/deleted:</p> <p>Pages Deleted Pages Added Page H-8 (Mod 14) Page H-8 (Mod 15)</p> <p>D. Accounting and Appropriation Data:</p> <p>4200435552: 62EO03/6100.2511/62/FC00000/769347.05.08.14.01.0/1/000/2510/62/EXCX22013D/733B/8013/140115/1/2</p> <p>E. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$4,629,144 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$6,551,304

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 26, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000016		3. EFFECTIVE DATE 11/13/13		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 02229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

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 this 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral IAW FAR 43.103 (a) (3) TYPES OF CONTRACT MODIFICATIONS
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 2 copies to the issuing office.

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

A. The purpose of this modification is to:

1. The purpose of this modification is to revise the DRD 1411MA-003 (Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Reports). The revision will remove the annual requirements for the report.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. Section J-2. DRD 1411MA-003 (Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Reports)

Continued ...

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

(b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett
15C. DATE SIGNED 12 NOV 13	16B. UNITED STATES OF AMERICA <i>Belinda F Triplett</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 11/13/13

CONTINUATION SHEET	REFERENCE NO. C. DOCUMENT BEING CONTINUED	PAGE	OF
	NNM12AA53C/000016	2	2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C. As a result, the following pages have been added/deleted:</p> <p>Pages Deleted Pages Added</p> <p>Page J-2-14 thru 17 Page J-2-14 thru 17 (Mod 16)</p> <p>D. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms:</p> <p>Net 30 days</p>				

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1411 **ISSUE:** Basic
2. **DRD NO.:** 1411MA-003
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/4
6. **TITLE:** Quarterly Self-Evaluation and Monthly Work Order Progress Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** CS01 9. **DM:** CS01
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Quarterly Self Evaluation: Ten calendar days following the end of each calendar year quarter. Monthly Work Order Progress: Ten calendar days following the end of the first month after ATP.
12. **SUBMISSION FREQUENCY:** Quarterly Self Evaluation: Ten calendar days following the end of each calendar year quarter. Monthly Work Order Progress: Ten calendar days following the end of each month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraphs 2.0 and 2.4
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Quarterly Self-Evaluation and Monthly Work Order Progress Reports shall provide a comprehensive status on all IDIQ tasks and work orders in support of the PWS. Reports shall include the necessary information to assess status, obtain required approvals from authorizing government officials, track cost and workforce information, and identify problems that need resolution for accomplishment of contract efforts.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The Quarterly Self-Evaluation and Monthly Work Order Progress shall contain the following information as a minimum:
 - a. Quarterly Self-Evaluation/Metrics Reporting for each numbered item in this section below, the report is to include *Output Measurement*, *Outcome Measurement*, *Effectiveness of Communication Initiatives* (quantitative and qualitative measures), *Best Practices Identified*, and *Recommendations for Improved Impact*. (Specific *Output Measurement* and *Outcome Measurement* to be determined by OSAC management.) Examples are provided for each area below:
 1. **Executive Communications.**
 - (a) Output Measurements: Example - Number of speeches, Number of products developed exclusive of speeches.
 - (b) Outcome Measurement: Example - Attendees at speaking engagements, unique attendees at speaking engagements, and attendee feedback.
 2. **Environmental Monitoring.**
 - (a) Output Measurement: Example - Number of reports and topics addressed, number of profiles developed, number of senior management packages completed, and number of biographical stakeholder briefs completed.
 - (b) Outcome Measurement: Example - Senior management feedback.

DRD Continuation Sheet

TITLE: Quarterly Self-Evaluation and Monthly Work Order
Progress Reports

DRD NO.: 1411MA-003

DATA TYPE: 3

PAGE: 2/4

15. DATA PREPARATION INFORMATION (CONTINUED):

3. Stakeholders Analysis.

- (a) Output Measurement: Example - Number of executive summary reports, number of research products and topics addressed, distribution of products, time from product assigned to completion.
- (b) Outcome Measurement: Example - Customer feedback, research content integrated into communication products.

4. Communication Strategy, Planning and Message Management.

- (a) Output Measurement: Example - Number of strategic/tactical communication plans and topics addressed, updates/revision to plans, key messages developed, number of speakers bureau requests, speaker bureau requests supported, and topics addressed by speakers bureau participants.
- (b) Outcome Measurement: Example - Key messages integrated into communication products, and attendees at speaking events.

5. Technical Document and Products.

- (a) Output Measurement: Example - Number of technical papers/summaries, history papers and fact sheets completed, and responses to history requests.
- (b) Outcome Measurement: Examples - Attendees at technical events where papers are presented, etc.

6. Employee Communication.

- (a) Output Measurement: Example - Number of employee products completed. Existing products and examples include:
 - (1) Marshall Star – Number of Marshall Stars produced and posted, number of user sessions (online publication); number of articles with Marshall themes; and topics addressed.
 - (2) To the Point - Number of articles completed/posted; and topics addressed.
 - (3) Focus on Marshall - Broadcasts produced per quarter; and topics addressed.
- (b) Outcome Measurement: Example - Senior management feedback. Existing products and examples include:
 - (1) Marshall Star - number of user sessions (online publication).
 - (2) To the Point - number of user sessions/page views (online publication).
 - (3) Focus on Marshall - number of user sessions/page views (Inside Marshall).

7. Media Operations.

- (a) Output Measurement: Existing metrics include:
 - (1) Traditional Media: Number of Marshall news releases; number of media advisories (media alerts/invitations to Marshall events) Number of photo releases (written products supporting new NASA/Marshall imagery); Number of fact sheets (written products supporting MSFC technologies & capabilities); Number of Op-eds; Number of web releases to NASA/MSFC Portal; Distribution of media products; Number of HQ/Other NASA center-originated releases; Number of rereleased locally/regionally to media; Number of rereleased via social media outlets; Number of national media campaigns; Number of live TV interviews; Number of video files produced; Number of media queries; Number of Total media interviews (TV, print, radio, web only); Number of Media visits (to the Marshall Center and its affiliate facilities); Number of Press conferences (conducted by PECO supported by MSFC employees); Number of "This Week @ NASA" (total number of MSFC-focused segments aired); and Topics covered collectively by media products.
 - (2) Social Media: Blogs (Number of Marshall-managed blogs; Number of Marshall-originated postings); YouTube (Number of total postings to Marshall Channel; Reposting to NASA channel); Twitter (Number of Marshall tweets; Number of retweets to NASA Twitter); Facebook (Number of posts added); Flickr (Number of photos added); WebChats (Number of web chat events); Tand opics addressed collectively in social media products.

DRD Continuation Sheet

TITLE: Quarterly Self-Evaluation and Monthly Work Order
Progress Reports

DRD NO.: 1411MA-003

DATA TYPE: 3

PAGE: 3/4

15. **DATA PREPARATION INFORMATION (CONTINUED):**

- (b) Outcome Measurement: Existing metrics include:
 - (1) Traditional Media: Number of Total Marshall new items resulting (clips, postings, etc.); Total of estimated advertising value; Total of believability value; Number of Print Stories; Total potential circulation footprint; Total potential impressions; Number of Web stories; Total views; Number of television stories; Total potential household footprint; Total potential impressions; Number of live TV interviews; Total potential household footprint; Total potential TV impressions; Number of radio stories; Total radio stations potentially reached; Total potential household footprint; and Total potential radio impressions.
 - (2) Social Media: Blogs: (number of views, number of comments); YouTube (number of views, and number of subscribers); Twitter (number of followers; number of retweets and expanded follower base from retweets); Facebook (number of friends/fans, number of comments and "Like this" approvals); Flickr (number of friends, number of views, and number of favorites/ comments); WebChats (number of web chant participants, and number of questions asked/ answered).
- 8. **Minority and Minority Supported Media Outreach.**
 - (a) Output Measurement: Examples - Total number of minority releases; Total minority-supported releases; Total Marshall distribution of minority releases; and Total Marshall distribution of minority-supported releases.
 - (b) Outcome Measurement: Example - Number of Total Marshall minority and minority supported new items resulting (clips, postings, etc.); Number of Print Stories; Total potential circulation footprint; Total potential impressions; Number of Web stories; Total views; Number of television stories; Total potential household footprint; Total potential impressions; Number of live TV interviews; Total potential household footprint; Total potential TV impressions; Number of radio stories; Total radio stations potentially reached; Total potential household footprint; and Total potential radio impressions.
- 9. **Exhibit Operations (including Minority Exhibit Operations).**
 - (a) Output Measurement: Example - Total events supported; Total Exploration Experience trailer events supported; Total museum exhibits supported; and Total minority events supported.
 - (b) Outcome Measurement: Example - Total event attendance; Total people entering exhibits/booth; Total Exploration Experience trailer events attendance; Total museum attendance; Total people entering minority-related exhibits; and Total minority-related event attendance.
- 10. **NASA Visitors Center at the U.S. Space and Rocket Center.**
 - (a) Output Measurement: Example - Total USSRC exhibits supported.
 - (b) Outcome Measurement: Example - Number of general attendance; Number of Space Camp attendance; and Total attendance.
- 11. **Public Inquiries.**
 - (a) Output Measurement: Example - Number of requests received/answered; number of products provided; and average processing time.
 - (b) Outcome Measurement: Example - Customer feedback.
- 12. **Freedom of Information Act Inquiries.**
 - (a) Output Measurement: Example - Number of requests received/processed; and average processing time.
 - (b) Outcome Measurement: Example - Customer feedback.
- 13. **Center Collateral Development.**
 - (a) Output Measurement: Example - Total number of Center Collateral products - fact sheets, presentations, brochures, posters, animation/video; topics addressed; multi-purpose; diversity of audience identified for use of products; and distribution quantity/audience diversity
 - (b) Outcome Measurement: Example - Integration of product content, and website comments.

DRD Continuation Sheet

TITLE: Quarterly Self-Evaluation and Monthly Work Order
Progress Reports

DRD NO.: 1411MA-003

DATA TYPE: 3

PAGE: 4/4

15. DATA PREPARATION INFORMATION (CONTINUED):

14. Customer Communication (Program/Project/Institutional Support Where Resourced).

- (a) Output Measurement: Example - Total number of products produced by the communication strategists; Total number of products produced/distributed by the communication strategist by each program/projects; Number of action responses; Number of articles; Number of speeches; Number of communication plans; Number of revisions of the communication plans; Number of tactical plans; Number of in-reach activities; and Number of outreach activities.
- (b) Outcome Measurement: Example - Audiences reached, customer feedback, and technical papers selected for publication.

15. Event Support.

- (a) Output Measurement: Example - Total events planned; organizations supported; number of meetings supported; and events supported (onsite/offsite).
- (b) Outcome Measurement: Example Event attendees; and customer feedback.

b. Monthly Work Order Progress:

- 1. Work Order Number, Work Order Title, and Unique Project Number (UPN).
- 2. Labor hours, material price and travel price by contract period of all work orders issued under the contract by organization/customer.
- 3. Estimated and actual costs incurred for each work order.
- 4. Copies of all active work orders. Each work order shall provide the following information:
 - (a) Name of Government Requesting Official/Organization.
 - (b) Work Order Originator and date of order creation.
 - (c) Description of services to be performed and/or products to be delivered.
 - (d) Period-of-performance.
 - (e) Special instructions, rationale, and comments as applicable.
 - (f) Time limitations as applicable.
 - (g) Deliverables and milestone dates.
 - (h) Status Tracking, approval tracking, and revision tracking as applicable.

15.4 FORMAT: Quarterly Self-Evaluation. The Progress Report shall be in presentation chart format. Submittal shall be standard hard copy as the presentation, electronic submission or other media as directed by the Contracting Officer. Monthly Work Order Progress. Contractor format is acceptable.

15.5 MAINTENANCE: None required

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		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. 4200495463	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC		7. ADMINISTERED BY (If other than Item 6) CODE MSFC	
NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 0Z229		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase:

(b)(4)

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) Unilateral, INW NFS (Clause 1052.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT))

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.)

A. The purpose of this modification is to:

1. Increase Total Funds Allotted in the amount of (b)(4) from (b)(4)

The funding allocation is as follows:

Mission: increased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 11/25/2013	

CONTINUATION SHEET

REFERENCE NO. C. DOCUMENT BEING CONTINUED
NNM12AA53C/000017

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>C. As a result, the following pages have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Page H-8 (Mod 15)</td><td>Page H-8 (Mod 17)</td></tr></table> <p>D. Accounting and Appropriation Data:</p> <p>4200495463: 62EO03/6100.2511/62/FC00000/769347.05.08.14.01.0/2/000/2510/62/EXCX22014D/733B/8014/150115/1/43: (b)(4)</p> <p>62CS10/6100.2511/62/FC00000/736466.01.04.08.02/000/2510/62/CASX22014D/361N/8014/150122/2/44: (b)(4)</p> <p>62CS10/6100.2511/62/FC00000/736466.01.04.08.02/000/2510/62/CASX22014D/361N/8014/150122/3/45: (b)(4)</p> <p>62CS10/6100.2511/62/FC00000/736466.01.04.08.01/000/2510/62/CASX22014D/361N/8014/150122/4/46: (b)(4)</p> <p>62CS10/6100.2511/62/FC00000/736466.01.08.08.50.3/0/000/2510/62/CASX22014D/361N/8014/150122/5/47: (b)(4)</p> <p>E. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>	Pages Deleted	Pages Added	Page H-8 (Mod 15)	Page H-8 (Mod 17)				
Pages Deleted	Pages Added								
Page H-8 (Mod 15)	Page H-8 (Mod 17)								

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$5,303,805 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$7,225,965

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 28, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. 000018		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200				(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C 10B. DATED (SEE ITEM 13) 08/16/2012			
CODE 0Z229		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:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Unilateral IAW FAR 43.103 (b) (3) TYPES OF CONTRACT MODIFICATIONS
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of (b)(4)


The funding allocation is as follows:

Mission: increased by (b)(4)

2. Extend the Funded-Through Date to April 1, 2014.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/8/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)						
	<p>3. Revise Clause H.7, Key Personnel and Facilities, by:</p> <p>(b)(4)</p> <p>4. Remove Kimberly LaRock as the Contracting Officers Representative (COR) and appointing Shanna Bradshaw as COR.</p> <p>5. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>b. H.7 KEY PERSONNEL AND FACILITIES (Mar 1989)</p> <p>6. As a result, the following pages have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Page H-8 (Mod 17)</td><td>Page H-8 (Mod 18)</td></tr><tr><td>Page H-10 (Mod 9)</td><td>Page H-10 (Mod 18)</td></tr></table> <p>7. Accounting and Appropriation Data:</p> <p>PR4200496312:</p> <p>6EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22014D/733B/8014/150115/1/2:</p> <p>(b)(4)</p> <p>62EO03/6100.2511/62/FC000000/7693462CS01/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22014D/733B/8014/150115/2/3: (b)(4)</p> <p>PR4200496359</p> <p>62CS30/6100.2511/62/FC000000/333971.01.11.03/000/2510/62/EXCX22013D/547E/8013/140124/1/84: (b)(4)</p> <p>PR4200498295</p> <p>62CASX22014D/618I/8014/150122/2/3: (b)(4)</p> <p>PR4200498358</p> <p>FP10/6100.2511/62/FC000000/387873.01.08/000/2510</p> <p>Continued ...</p>	Pages Deleted	Pages Added	Page H-8 (Mod 17)	Page H-8 (Mod 18)	Page H-10 (Mod 9)	Page H-10 (Mod 18)				
Pages Deleted	Pages Added										
Page H-8 (Mod 17)	Page H-8 (Mod 18)										
Page H-10 (Mod 9)	Page H-10 (Mod 18)										

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	/62/EXPX22014D/806K/8014/150124/1/2: (b)(4) 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/62XP02/6100.2511/62/FC000000/585777.01.01.02/0 00/2510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4) PR 4200498558 62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2 510/62/SPTX22013D/277J/8013/140131/1/2: (b)(4) 8. All other Terms and Conditions remain unchanged. Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$5,336,700 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$7,225,965
This Action				\$ 32,895
New Amount				\$7,258,860

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 21, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of Clause)

H.8 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) – ALTERNATE II (OCT 2000)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

(b) Any other day designated by Federal statute, Executive order, or the President's proclamation.

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

(d) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000019		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$153,638.00

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) Unilateral, IAW NFS Clause 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)

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:

1. Increase Total funds Allotted in the amount of \$153,638 from \$7,363,148 to \$7,516,786.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials and Supplies: increased by (b)(4)
- c. Travel and Training: Increased by (b)(4)

2. Extend the Mission Funded-Through Date to April 18, 2014.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Belinda F Triplett		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 2/3/2014	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000019

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)						
	<p>3. Extend the Materials and Supplies Base Period from 09/30/2013 to 09/30/2014 to allow for invoicing of remaining funds.</p> <p>4. Extend the Travel and Training Base Period from 09/30/2013 to 09/30/2014 to allow for invoicing of remaining funds.</p> <p>5. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>6. As a result, the following pages have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Page H-8 (Mod 18)</td><td>Page H-8 (Mod 19)</td></tr><tr><td>Page B-4 (Mod 14)</td><td>Page B-4 (Mod 19)</td></tr></table> <p>7. Accounting and Appropriation Data:</p> <p>PR4200495625: 62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22014D/733B/8014/150115/1/2: \$4,000.00</p> <p>62ZP13/6100.2511/62/FC000000/936723.02.01.09.25/000/2510/62/SCEX22013D/242A/8013/140120/2/3: \$1,700.00</p> <p>62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22014D/334L/8014/150131/3/4: \$1,000.00</p> <p>PR 4200501159 (MATERIALS) 62CS20/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22014D/361N/8014/150122/1/2: \$65,384.00</p> <p>62FP21/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/2/3: \$10,473.00</p> <p>PR 4200501190 (TRAVEL) 62FP21/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/1/2: \$5,000.00</p> <p>PR 4200501252 Continued ...</p>	Pages Deleted	Pages Added	Page H-8 (Mod 18)	Page H-8 (Mod 19)	Page B-4 (Mod 14)	Page B-4 (Mod 19)				
Pages Deleted	Pages Added										
Page H-8 (Mod 18)	Page H-8 (Mod 19)										
Page B-4 (Mod 14)	Page B-4 (Mod 19)										

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000019

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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62FP21/6100.2511/62/FC000000/581291.01.01.01/000/2 510/62/SCEX22013D/502A/8013/140120/1/2 : \$1,888.00				
	62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22014D/277J/8014/150131/2/3: \$8,066.00				
	62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22013D/277J/8013/140131/3/4: \$3,654.00				
	PR 4200501811				
	62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22014D/719V/8014/150124/1/2: \$52,473.00				
	8. All other Terms and Conditions remain unchanged.				
	Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				
	FOB: Destination				

Table B.2-1 – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	PRICE	OPTION STATUS
	MISSION SERVICES			FFP	
1	10/01/2012 – 09/30/2013	Mission Services Base Period	2.0, 3.0, 4.0, 5.0	(b)(4)	
2	10/01/2013 – 09/30/2014	Mission Services Option Period 1	2.0, 3.0, 4.0, 5.0		Exercised
3	10/01/2014 – 09/30/2015	Mission Services Option Period 2	2.0, 3.0, 4.0, 5.0		Unexercised
4	10/01/2015 – 09/30/2016	Mission Services Option Period 3	2.0, 3.0, 4.0, 5.0		Unexercised
5	10/01/2016 – 09/31/2017	Mission Services Option Period 4	2.0, 3.0, 4.0, 5.0		Unexercised
	MATERIALS AND SUPPLIES			Not to Exceed	
6	10/01/2012 – 09/30/2014	Materials and Supplies Base Period	6.0	\$1.65M	
7	10/01/2013 – 09/30/2014	Materials and Supplies Option Period 1	6.0	\$1.65M	Exercised
8	10/01/2014 – 09/30/2015	Materials and Supplies Option Period 2	6.0	\$1.65M	Unexercised
9	10/01/2015 – 08/31/2016	Materials and Supplies Option Period 3	6.0	\$1.65M	Unexercised
10	10/01/2016 – 09/30/2017	Materials and Supplies Option Period 4	6.0	\$1.65M	Unexercised
	TRAVEL AND TRAINING			Not to Exceed	
11	10/01/2012 – 09/30/2014	Travel and Training Base Period	7.0	\$0.35M	
12	10/01/2013 – 09/30/2014	Travel and Training Option Period 1	7.0	\$0.35M	Exercised
13	10/01/2014 – 09/30/2015	Travel and Training Option Period 2	7.0	\$0.35M	Unexercised

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

(a) Of the total price of FFP Mission Services, the sum of \$5,513,769 is presently available for payment and allotted to this contract.

Funding	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous Amount	(b)(4)			\$7,363,148
This Action				\$ 153,638
New Amount				\$7,516,786

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 18, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000020		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$1,886,781.00

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) Unilateral, IAW NFS Clause 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)

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:

1. Correct Travel and Training funding errors from modification 19. Travel and Training for Modification 19 should have been: Increase funding by (b)(4) rather than Increase funding by (b)(4)

2. Increase Total funds Allotted in the amount of \$1,886,781 from \$7,516,786 to \$9,403,567.

The funding allocation is as follows:

a. Mission: increased by (b)(4)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Belinda F Triplett		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4/2/2014

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>b. Materials and Supplies: increased by (b)(4)</p> <p>c. Travel and Training: Increased by (b)(4) from (b)(4)</p> <p>3. Extend the Mission Funded-Through Date to September 19, 2014.</p> <p>4. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>5. As a result, the following pages have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Page H-8 (Mod 19)</td><td>Page H-8 (Mod 20)</td></tr></table> <p>6. Accounting and Appropriation Data:</p> <p>PR 4200504759 (Travel and Training): 62CS30/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22014D/269B/8014/150120/1/2: (b)(4)</p> <p>62ZP13/6100.2511/62/FC000000/448550.01.08/000/2510/62/SCEX22014D/502A/8014/150120/2/3: (b)(4)</p> <p>PR 4200506834 (Materials) 62CS30/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22014D/618I/8014/150122/1/2: (b)(4)</p> <p>62FP40/6100.2511/62/FC000000/736466.01.08.08.50.1/0/000/2510/62/CASX22014D/361N/8014/150122/2/3: (b)(4)</p> <p>PR 4200507291 (Materials) 62CS30/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22014D/269B/8014/150120/1/2: (b)(4)</p> <p>PR 4200507354 (Travel and Training) 62ZP11/6100.2511/62/FC000000/389018.02.14.01.04/000/2510/62/SCEX22014D/389A/8014/150120/1/2: (b)(4)</p> <p>62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22014D/334L/8014/150131/2/3: (b)(4)</p> <p>PR4200507457 (Mission) Continued ...</p>	Pages Deleted	Pages Added	Page H-8 (Mod 19)	Page H-8 (Mod 20)				
Pages Deleted	Pages Added								
Page H-8 (Mod 19)	Page H-8 (Mod 20)								

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Line Item 001 62CS01/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4)				
	62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22014D/719V/8014/150124/2/3: (b)(4)				
	62CS01/6100.2511/62/FC000000/573754.01.02.15.06.0/ 4/000/2510/62/EXPX22014D/719V/8014/150124/3/4: (b)(4)				
	62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22014D/733B/8014/150115/4/5: (b)(4)				
	62FP21/6100.2511/62/FC000000/920760.01.01.01/000/2 510/62/SCXX22014D/401A/8014/150120/5/6: (b)(4)				
	62CS01/6100.2511/62/FC000000/812235.29.20.02.08/00 0/2510/62/CASX22014D/922A/8014/150122/6/7: (b)(4)				
	62CS01/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22014D/277J/8014/150131/7/8: (b)(4)				
	62CS01/6100.2511/62/FC000000/920760.01.01.01/000/2 510/62/SCXX22014D/401A/8014/150120/8/9: (b)(4)				
	62CS01/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22014D/334L/8014/150131/9/10: (b)(4)				
	62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22014D/361N/8014/150122/10/11: (b)(4)				
	62CS01/6100.2511/62/FC000000/673467.01.08.03/000/2 510/62/SPTX22014D/334L/8014/150131/11/12: (b)(4)				
	62CS01/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22014D/733B/8014/150115/12/13: (b)(4)				
	Line Item 002 62CS01/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22014D/733B/8014/150115/1/47: (b)(4)				
	PR4200508651 (Mission) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS01/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22014D/361N/8014/150122/1/2: (b)(4)				
	62CS01/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22014D/361N/8014/150122/2/3: (b)(4)				
	62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22014D/361N/8014/150122/3/4: (b)(4)				
	62CS10/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22014D/361N/8014/150122/4/5: (b)(4)				
	62CS10/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22014D/361N/8014/150122/5/6: (b)(4)				
	62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22014D/361N/8014/150122/6/7: (b)(4)				
	62CS30/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22014D/361N/8014/150122/7/8: (b)(4)				
	7. All other Terms and Conditions remain unchanged.				
	Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,084,781 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$7,516,786
This Action				\$1,886,781
New Amount				\$9,403,567

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 19, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000021		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 02229		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$73,894.00

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) Bilateral, IAW FAR 43.103 (a) (3) Agreements of the Parties

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:

1. Revise Paragraph 8 of the PWS by adding an IDIQ for SLS Messaging Support.

2. Increase Total funds Allotted in the amount of \$73,894, from \$9,403,567 to \$9,477,461.

The funding allocation is as follows:


Mission: Increased by (b)(4)

Materials and Supplies: Increased by (b)(4)

3. Extend the funded through date for Mission to 09/20/2014.

Continued ...

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

(b)(4)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
16C. DATE SIGNED May 8, 2014	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/9/14	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. PWS Paragraph 8, Indefinite Delivery Indefinite Quantity (IDIQ) b. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>5. As a result, the following pages have been added/deleted:</p> <p>Pages Deleted Pages Added Page H-8 (Mod 20) Page H-8 (Mod 21) Page J-1-21 (Mod 13) Page J-1-21 (Mod 21)</p> <p>6. Accounting and Appropriation Data:</p> <p>PR 4200510796 (Materials) 62CS20/6100.2511/62/FC000000/609524.07.01.02.07.2/ 9/000/2510/62/EXCX22014D/733B/8014/150115/1/2: (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/086916.01.01.01.03.0/ 1/000/2510/62/EXPX22014D/547E/8014/150124/2/3: (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/209886.01.08/000/2510 /62/SPTX22014D/425W/8014/150131/3/4: (b)(4)</p> <p>62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2 510/62/CASX22014D/361N/8014/150122/4/5: (b)(4)</p> <p>62FP20/6100.2511/62/FC000000/736466.01.08.08.50.6/ 0/000/2510/62/CASX22014D/361N/8014/150122/5/6: (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/ 2/000/2510/62/EXCX22014D/761A/8014/150115/6/7: (b)(4)</p> <p>PR 4200510833 (Mission) 62CS01/6100.2511/62/FC000000/432938.09.01.08.14.1/ 6/000/2510/62/CASX22014D/361N/8014/150122/1/2: (b)(4)</p> <p>7. All other Terms and Conditions remain unchanged.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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OF

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NAME OF OFFEROR OR CONTRACTOR

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,091,781 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$9,403,567
This Action				\$ 73,894
New Amount				\$9,477,461

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 20, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

related to placement of the exhibit and operations (such as level parking, clearance, and safety concerns); and supporting the exhibit team in scheduling and booking arrangements, metrics, and reports.

IDIQ - Unplanned/Emergency Activities. Develop and coordinate activities as necessary for the planning and execution of unplanned/emergency activities. Unplanned activities are those discovered reasonably in advance yet were not described in the PWS. Unplanned/Emergency activities are those types of occurrences which cannot be planned and arise unannounced.

IDIQ Surge Exhibit Support: The contractor shall manage, design, fabricate and operate excess MSFC, program, project and NASA Headquarters' exhibits additionally, conduct the implementation of multiple simultaneous exhibit programs throughout the contract performance. Shall respond to all additional exhibit requirements, including those with rapid turn-around, in a timely manner and as resources permit. Shall arrange for support and material for all aspects of exhibit management, including static and traveling exhibits, metrics and reports, communication workshops or other such outreach activities.

IDIQ SLS Messaging Support: The contractor shall provide a message implementation style guide and a one-half-day training session for the SLS strategic communications team, using six product samples to show how the style guide is to be used in preparing future communication products. The six proofs of concept will include: (1) ambassadors briefing for the general public, (2) brochure, (3) information folder, (4) info-graphic, (5) lithograph, and (6) template for monthly Highlights newsletter.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

000022

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

MSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

MSFC

NASA/Marshall Space Flight Center
Office of Procurement
PS52/Belinda F. Triplett
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
PS52/Mike Thomas
Building 4201/Room 430C
256-544-3370
michael.r.thomas@nasa.gov
Marshall Space Flight Center AL 35812

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

A S I
350 VOYAGER WAY NW
HUNTSVILLE AL 35806-3200

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM12AA53C

10B. DATED (SEE ITEM 13)

08/16/2012

CODE 02229

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Decrease:

(b)(4)

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

CHECK ONE	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral, IAW FAR 43.103 (a) (3) Agreements of the Parties

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. De-obligate (b)(4) in Travel and Training funding. This funding is expiring and needs to be re-obligated so that it can be used before it expires..

2. Decrease Total Funds Allotted in the amount of (b)(4)

The funding allocation is as follows:

Travel and Training: Decreased by (b)(4)

Continued ...

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

(b)(4)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett
15C. DATE SIGNED 15 May 14	18B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 5/19/2014

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000022PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>3. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>4. As a result, the following pages have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Page H-8 (Mod 21)</td><td>Page H-8 (Mod 22)</td></tr></table> <p>5. Appropriation and Accounting Data: 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22013D/277J/8013/140131/8/9: (b)(4)</p> <p>6. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>	Pages Deleted	Pages Added	Page H-8 (Mod 21)	Page H-8 (Mod 22)				
Pages Deleted	Pages Added								
Page H-8 (Mod 21)	Page H-8 (Mod 22)								

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,091,781 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$9,465,973

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 20, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000023		3. EFFECTIVE DATE 05/28/2014		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$286,466.00

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) Clause H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

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.)

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$286,466 from \$9,465,973 to \$9,752,439.


The funding allocation is as follows:

- a. Mission: increased by \$21,086 from (b)(4)
- b. Materials and Supplies: increased by (b)(4)
- c. Travel and Training: increased by (b)(4)

2. Extend the Mission Funded-Through Date to 09/22/2014.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/29/2014

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000023	PAGE 2 OF 3
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>C. As a result, the following pages have been added/deleted:</p> <p>Pages Deleted Pages Added Page H-8 (Mod 22) Page H-8 (Mod 23)</p> <p>D. Accounting and Appropriation Data:</p> <p>PR 4200514206 (Mission) 62XP03/6100.2511/62/FC000000/585777.08.30.50.15.1/ 4/000/2510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4)</p> <p>62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22014D/277J/8014/150131/2/3: (b)(4)</p> <p>62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22013D/277J/8013/140131/3/4: (b)(4)</p> <p>PR 4200514215 (Travel and Training) 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22014D/277J/8014/150131/1/2: (b)(4)</p> <p>62FP21/6100.2511/62/FC000000/581291.01.01.01/000/2 510/62/SCEX22014D/502A/8014/150120/2/3: (b)(4)</p> <p>PR 4200514221 (Materials and (Supplies)) 62CS20/6100.2511/62/FC000000/737813.62.01/000/2510 /62/EDUX22014D/137B/8014/150128/1/2: (b)(4)</p> <p>62XP03/6100.2511/62/FC000000/585777.08.30.50.15.1/ 4/000/2510/62/EXPX22014D/719V/8014/150124/2/3: (b)(4)</p> <p>62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2 510/62/CASX22014D/361N/8014/150122/3/4: (b)(4)</p> <p>62ZP20/6100.2511/62/FC000000/397424.11.01/000/2510 /62/SCEX22014D/814L/8014/150120/4/5: (b)(4)</p> <p>62ZP12/6100.2511/62/FC000000/399131.02.01.03.22/00 0/2510/62/SCEX22014D/719A/8014/150120/5/6: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM12AA53C/000023	3	3

NAME OF OFFEROR OR CONTRACTOR
A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>62CS20/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22014D/277J/8014/150131/6/7: (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/209886.01.08/000/2510/62/SPTX22014D/425W/8014/150131/7/8: (b)(4)</p> <p>62EO01/6100.2511/62/FC000000/432938.08.01.08.09.0/6.50/000/2510/62/CASX22014D/361N/8014/150122/8/9: (b)(4)</p> <p>62CS20/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22014D/618I/8014/150122/9/10: (b)(4)</p> <p>62HS30/6100.2511/62/FC000000/277144.11.01.09.02/000/2510/62/EXPX22014D/547E/8014/150124/10/11: (b)(4)</p> <p>E. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,112,867 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$9,465,973
This Action				\$ 286,466
New Amount				\$9,752,439

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 22, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000024		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	
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) Bilateral, IAW FAR 43.103 (a) (3) Agreements of the Parties

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.)

A. The purpose of this modification is to:

The purpose of this modification is to:


1. Revise Paragraph 8 of the PWS by adding an IDIQ for Subject Matter Expert (SME) Support.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. PWS Paragraph 8, Indefinite Delivery Indefinite Quantity (IDIQ)

Continued ...

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

(b)(4)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15C. DATE SIGNED 5 June 2014	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/10/2014	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000024PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C. As a result, the following page(s) have been added/deleted:</p> <p>Pages Deleted Pages Added Page J-1-21 (Mod 21) Page J-1-21 (Mod 24)</p> <p>D. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms: Net 30 days</p>				

related to placement of the exhibit and operations (such as level parking, clearance, and safety concerns); and supporting the exhibit team in scheduling and booking arrangements, metrics, and reports.

IDIQ - Unplanned/Emergency Activities. Develop and coordinate activities as necessary for the planning and execution of unplanned/emergency activities. Unplanned activities are those discovered reasonably in advance yet were not described in the PWS. Unplanned/Emergency activities are those types of occurrences which cannot be planned and arise unannounced.

IDIQ Surge Exhibit Support: The contractor shall manage, design, fabricate and operate excess MSFC, program, project and NASA Headquarters' exhibits additionally, conduct the implementation of multiple simultaneous exhibit programs throughout the contract performance. Shall respond to all additional exhibit requirements, including those with rapid turn-around, in a timely manner and as resources permit. Shall arrange for support and material for all aspects of exhibit management, including static and traveling exhibits, metrics and reports, communication workshops or other such outreach activities.

IDIQ SLS Messaging Support: The contractor shall provide a message implementation style guide and a one-half-day training session for the SLS strategic communications team, using six product samples to show how the style guide is to be used in preparing future communication products. The six proofs of concept will include: (1) ambassadors briefing for the general public, (2) brochure, (3) information folder, (4) info-graphic, (5) lithograph, and (6) template for monthly Highlights newsletter.

IDIQ Communication Subject Matter Expert (SME) Support: The contractor shall provide Subject Matter Experts (SME) support to Marshall Space Flight Center for Communication needs. Some of the needs required are: advanced strategic thinking and planning; advanced oral and written communication skills; senior professionals who are proactive and results-oriented with solid supervisory skills and demonstrated experience interfacing with senior management; advanced problem solving skills. They may be required to research, recommend, and execute communication strategies and plans targeted to internal and external audiences through a variety of communication tools, techniques, approaches, products, and services.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

000025

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

MSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

MSFC

NASA/Marshall Space Flight Center
Office of Procurement
PS52/Belinda F. Triplett
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center
PS52/Mike Thomas
Building 4201/Room 430C
256-544-3370
michael.r.thomas@nasa.gov
Marshall Space Flight Center AL 35812

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

A S I
350 VOYAGER WAY NW
HUNTSVILLE AL 35806-3200

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM12AA53C

10B. DATED (SEE ITEM 13)

08/16/2012

CODE 02229

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Decrease:

(b)(4)

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

CHECK ONE	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

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.)

A. The purpose of this modification is to:

1. Decrease Total funds Allotted in the amount of (b)(4) from (b)(4)
This funding was inadvertently added to the wrong Purchase Requisition.

2. The funding allocation is as follows:

Materials and Supplies: Decreased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Continued ...

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

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Belinda F Triplett

15C. DATE SIGNED

25 June 14

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

6/25/2014

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/000025PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998</p> <p>C. As a result, the following page(s) have been added/deleted:</p> <p>Pages Deleted Pages Added Page H-8 (Mod 23) Page H-8 (Mod 25)</p> <p>D. All other Terms and Conditions remain unchanged.</p> <p>Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,112,867 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$9,745,069

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **September 22, 2014**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000026		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$281,935.00

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) Unilateral, IAW FAR Clause 52.217-9, Option to Extend the Term of the Contract

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.)

A. The purpose of this modification is to:

- Exercise Mission Option Year 2 in the amount of (b)(4)
 - Exercise Materials & Supplies Option Year 2 in the amount of (b)(4)
 - Exercise Travel & Training Option Year 2 in the amount of (b)(4)
 - Increase Mission Value from (b)(4)
 - Increase Materials and Supplies NTE from (b)(4)
 - Increase Travel and Training NTE from (b)(4)
 - Increase Total Value from \$11,512,711 by \$5,861,449 to \$17,374,160;
 - Extend the Period of Performance from 09/30/2014 to 09/30/2015;
 - Replace Attachment J-8 (Wage Determination) with a revised Wage Determination; and
- Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Melinda E. Swenson		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melinda E. Swenson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/2/14

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)										
	<p>10. Increase Total funds Allotted in the amount of \$281,935 from \$9,745,069 to \$10,027,004.</p> <p>The funding allocation is as follows:</p> <p>Mission: increased by (b)(4) from (b)(4) to (b)(4)</p> <p>Materials and Supplies: increased by (b)(4) from (b)(4)</p> <p>Travel and Training: increased by (b)(4) from (b)(4)</p> <p>B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a. Table B.2.1 Matrix of CLINs and Contract Value b. Table B.6.1 Estimated IDIQ Minimum and Maximum Values c. F.2 Period of Performance d. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998 e. Attachment J-8 Wage Determination</p> <p>C. As a result, the following page(s) have been added/deleted:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>Pages B4-6 (Mod 19)</td><td>Pages B4-6 (Mod 26)</td></tr><tr><td>Page F2 (Mod 14)</td><td>Page F2 (Mod 26)</td></tr><tr><td>Page H8 (Mod 25)</td><td>Page H8 (Mod 26)</td></tr><tr><td>Att. J-8 (Base)</td><td>Att. J-8 (Mod 26)</td></tr></table> <p>D. Accounting and Appropriation Data:</p> <p>PR 4200517529 62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22014D/733B/8014/150115/1/2: \$32,211.00</p> <p>62CS10/6100.2511/62/FC000000/432938.09.01.08.14.2/3/000/2510/62/CASX22014D/361N/8014/150122/2/3: \$2,024.00</p> <p>62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22014D/361N/8014/150122/3/4: \$44,703.00</p> <p>62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22014D/361N/8014/150122/4/5: Continued ...</p>	Pages Deleted	Pages Added	Pages B4-6 (Mod 19)	Pages B4-6 (Mod 26)	Page F2 (Mod 14)	Page F2 (Mod 26)	Page H8 (Mod 25)	Page H8 (Mod 26)	Att. J-8 (Base)	Att. J-8 (Mod 26)				
Pages Deleted	Pages Added														
Pages B4-6 (Mod 19)	Pages B4-6 (Mod 26)														
Page F2 (Mod 14)	Page F2 (Mod 26)														
Page H8 (Mod 25)	Page H8 (Mod 26)														
Att. J-8 (Base)	Att. J-8 (Mod 26)														

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM12AA53C/000026	PAGE 3 OF 4
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NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$44,702.00 PR 4200517713 62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2 510/62/CASX22014D/361N/8014/150122/1/2: \$5,194.00 62FP10/6100.2511/62/FC000000/387873.01.08/000/2510 /62/EXPX22014D/806K/8014/150124/2/3:\$10,000.00 62FP22/6100.2511/62/FC000000/465372.01.08.05/000/2 510/62/SPTX22014D/334L/8014/150131/3/4: \$5,000 62CS20/6100.2511/62/FC000000/383807.02.12.02/000/2 510/62/SCEX22014D/728A/8014/150120/4/5: \$15,000.00 62ZP01SRA/6100.2511/62/FC000000/397424.07.08.05.01 .0/1/000/2510/62/SCEX22014D/814L/8014/150120/5/6: \$3,434.00 62ZP11/6100.2511/62/FC000000/389018.02.14.01.04/00 0/2510/62/SCEX22014D/389A/8014/150120/6/7: \$4,888.00 62ZP13/6100.2511/62/FC000000/448550.01.08/000/2510 /62/SCEX22014D/502A/8014/150120/7/8: \$1,131.00 62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510 /62/SPTX22014D/277J/8014/150131/8/9: \$3,421.00 62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22013D/719V/8013/140124/9/10: \$32,135.00 62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2 510/62/EXPX22014D/719V/8014/150124/10/11: \$51,957.00 PR 4200517716 62ZP11/6100.2511/62/FC000000/389018.02.14.01.04/00 0/2510/62/SCEX22014D/389A/8014/150120/1/2: \$1,672.00 62IS50/6100.2511/62/FC000000/812235.29.20.02.08/00 0/2510/62/CASX22014D/922A/8014/150122/2/3: \$2,734.00 62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/ 2/000/2510/62/EXCX22014D/733B/8014/150115/3/4: \$15,000.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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4 4

NAME OF OFFEROR OR CONTRACTOR

A S I

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62ZP30/6100.2511/62/FC0000000/114772.09.08/000/2510 /62/SPTX22014D/277J/8014/150131/4/5: \$6,729.00 E. All other Terms and Conditions remain unchanged. Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

Table B.2-1 – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	PRICE	OPTION STATUS
	MISSION SERVICES			FFP	
1	10/01/2012 – 09/30/2013	Mission Services Base Period	2.0, 3.0, 4.0, 5.0	(b)(4)	
2	10/01/2013 – 09/30/2014	Mission Services Option Period 1	2.0, 3.0, 4.0, 5.0		Exercised
3	10/01/2014 – 09/30/2015	Mission Services Option Period 2	2.0, 3.0, 4.0, 5.0		Exercised
4	10/01/2015 – 09/30/2016	Mission Services Option Period 3	2.0, 3.0, 4.0, 5.0		Unexercised
5	10/01/2016 – 09/31/2017	Mission Services Option Period 4	2.0, 3.0, 4.0, 5.0		Unexercised
	MATERIALS AND SUPPLIES			Not to Exceed	
6	10/01/2012 – 09/30/2013	Materials and Supplies Base Period	6.0	\$1.65M	
7	10/01/2013 – 09/30/2014	Materials and Supplies Option Period 1	6.0	\$1.65M	Exercised
8	10/01/2014 – 09/30/2015	Materials and Supplies Option Period 2	6.0	\$1.65M	Exercised
9	10/01/2015 – 08/31/2016	Materials and Supplies Option Period 3	6.0	\$1.65M	Unexercised
10	10/01/2016 – 09/30/2017	Materials and Supplies Option Period 4	6.0	\$1.65M	Unexercised
	TRAVEL AND TRAINING			Not to Exceed	
11	10/01/2012 – 09/30/2013	Travel and Training Base Period	7.0	\$0.35M	
12	10/01/2013 – 09/30/2014	Travel and Training Option Period 1	7.0	\$0.35M	Exercised
13	10/01/2014 – 09/30/2015	Travel and Training Option Period 2	7.0	\$0.35M	Exercised

14	10/01/2015 – 09/30/2016	Travel and Training Option Period 3	7.0	\$0.35M	Unexercised
15	10/01/2016 – 09/30/2017	Travel and Training Option Period 4	7.0	\$0.35M	Unexercised
	IDIQ			Maximum Quantity Potential	
16	10/01/2012 – 09/30/2013	IDIQ Base Period	8.0	\$3.50M	
17	10/01/2013 – 09/30/2014	IDIQ Option Period 1	8.0	\$3.50M	Exercised
18	10/01/2014 – 09/30/2015	IDIQ Option Period 2	8.0	\$3.50M	Exercised
19	10/01/2015 – 09/30/2016	IDIQ Option Period 3	8.0	\$3.50M	Unexercised
20	10/01/2016- 09/30/2017	IDIQ Option Period 4	8.0	\$3.50M	Unexercised
	OPTION TO EXTEND SERVICES				
21	10/01/2017 – 03/31/2018	Mission Services Option Period 5	2.0, 3.0, 4.0, 5.0	(b)(4)	Unexercised
22	10/01/2017 – 03/31/2018	IDIQ Option Period 5	8.0	\$1.75M NTE	Unexercised
23	10/01/2017 – 03/31/2018	Materials and Supplies Option Period 5	6.0	\$0.825M NTE	Unexercised
24	10/01/2017 – 03/31/2018	Travel and Training Option Period 5	7.0	\$0.175M NTE	Unexercised

B.3 ORDER RATE STRUCTURE

Task Orders will be placed periodically in accordance with Clause H.2, Task Ordering Procedure and H.3 Supplemental Task Ordering Procedures, utilizing the Contractor's fully burdened labor rates inclusive of profit in Attachment J-4, OSAC COMMS IDIQ Labor Rate Schedule for each labor category.

(End of Clause)

B.4 PRICE DEDUCTIONS FOR FAILURE TO MEET ACCEPTABLE PERFORMANCE LEVELS (APLs)

The Contractor shall apply deductions for failure to meet APLs. These deductions for the quarter shall be reflected in the subsequent monthly invoice. Detailed instructions for applying the price deduction for failure to meet APLs and the method of calculation are defined in Attachment J-3, Performance Requirements Summary (PRS).

(End of Clause)

B.5 RESERVED

B.6 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

- a) The IDIQ portion of this contract is described in Attachment J-1, PWS 8.0. This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.2 and H.3.
- b) This clause establishes the minimum and maximum quantity values for each IDIQ CLIN of the contract as set forth below.

Table B.6-1 - ESTIMATED IDIQ MINIMUM AND MAXIMUM VALUES

IDIQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
16	Base Period	\$0.00	\$3.50 M
17	Option 1 (Exercised)	\$0.00	\$3.50 M
18	Option 2 (Exercised)	\$0.00	\$3.50 M
19	Option 3	\$0.00	\$3.50 M
20	Option 4	\$0.00	\$3.50 M
22	Option 5 to Extend Services (6 mo)	\$0.00	\$1.75M
TOTAL		\$0.00	\$19.25M

- c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the IDIQ CLINs.
- d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.
- e) The actual values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3.
- f) Any unused value remaining in IDIQ CLINs delineated in (b) above, may be rolled over to subsequent contract option periods if exercised, provided that the total maximum quantity of \$19.25M is not exceeded over the life of this contract.

(End of Clause)

[END OF SECTION]

SECTION F- DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay of Work.	(APR 1984)
52.247-34	F.O.B. Destination	(NOV 1991)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
----------------------	--------------	-------------

None included by reference

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is October 1, 2012 through September 30, 2015. The phase-in period will not exceed thirty (30) calendar days and will be awarded by a separate purchase order.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract (see FAR 52.217-9, Option to Extend the Term of the Contract and FAR 52.217-8, Option to Extend Services), the period of performance for each option will be as set forth below:

<u>Option Periods</u>	<u>Period of Performance</u>
Option 1 (Exercised)	October 1, 2013 through September 30, 2014
Option 2 (Exercised)	October 1, 2014 through September 30, 2015
Option 3	October 1, 2015 through September 30, 2016
Option 4	October 1, 2016 through September 30, 2017
Option 5	October 1, 2017 through March 31, 2018

(End of Clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): Marshall Space Flight Center (MSFC), Huntsville, Alabama, and the National Space Science Technology Center (NSSTC), Huntsville, Alabama and at other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,236,507 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$ 9,745,069
This Action				\$ 281,935
New Amount				\$10,027,004

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 1, 2014**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

ATTACHMENT J-8
WAGE DETERMINATION

WD 05-2008 (Rev.-18)

George C. Marshall Space Flight Center
Marshall Space Flight Center, AL

Office of Strategic Analysis and Communications
(OSAC)
Strategic Analysis and Communications
Support Services
(COMMSS)

WD 05-2008 (Rev.-18) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2008
Revision No.: 18
Date Of Revision: 06/19/2013

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence,
Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		11.08
01532 - Travel Clerk II		11.72
01533 - Travel Clerk III		12.50
01611 - Word Processor I		13.12

01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	15.85
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00

12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.05
12236 - Optical Technician	12.56
12250 - Pharmacy Technician	13.36
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.09
13012 - Exhibits Specialist II	24.89
13013 - Exhibits Specialist III	30.45
13041 - Illustrator I	20.09
13042 - Illustrator II	24.89
13043 - Illustrator III	30.45
13047 - Librarian	27.56
13050 - Library Aide/Clerk	15.94
13054 - Library Information Technology Systems Administrator	24.89
13058 - Library Technician	16.14
13061 - Media Specialist I	17.96
13062 - Media Specialist II	20.09
13063 - Media Specialist III	22.40
13071 - Photographer I	16.19
13072 - Photographer II	18.70
13073 - Photographer III	22.40
13074 - Photographer IV	27.38
13075 - Photographer V	33.23
13110 - Video Teleconference Technician	17.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	25.00
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	15.55
14160 - Personal Computer Support Technician	26.16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	30.52
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	22.01
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21

23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	10.19
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75

25040 - Sewage Plant Operator	19.88
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	19.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.83
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.64
27132 - Police Officer II	20.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.62
28043 - Carnival Equipment Worker	8.38
28210 - Gate Attendant/Gate Tender	14.06
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.73
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	17.94
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.60
30022 - Archeological Technician II	20.81
30023 - Archeological Technician III	25.48
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	22.83
30061 - Drafter/CAD Operator I	18.60
30062 - Drafter/CAD Operator II	20.81
30063 - Drafter/CAD Operator III	23.21
30064 - Drafter/CAD Operator IV	28.55
30081 - Engineering Technician I	15.98
30082 - Engineering Technician II	18.00
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	25.48
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	25.48
30361 - Paralegal/Legal Assistant I	18.54
30362 - Paralegal/Legal Assistant II	22.98

30363 - Paralegal/Legal Assistant III	28.11
30364 - Paralegal/Legal Assistant IV	34.01
30390 - Photo-Optics Technician	25.48
30461 - Technical Writer I	21.30
30462 - Technical Writer II	26.06
30463 - Technical Writer III	31.52
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	23.21
Surface Programs	
30621 - Weather Observer, Senior (see 3)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.94
31043 - Driver Courier	14.96
31260 - Parking and Lot Attendant	10.11
31290 - Shuttle Bus Driver	16.25
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	16.25
31362 - Truckdriver, Medium	16.82
31363 - Truckdriver, Heavy	17.62
31364 - Truckdriver, Tractor-Trailer	17.62
99000 - Miscellaneous Occupations	
99030 - Cashier	9.30
99050 - Desk Clerk	8.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	22.65
99410 - Pest Controller	12.76
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93
99842 - Vending Machine Repairer Helper	13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000027		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$841,244.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 7/24/14

RECAPITULATION:

Contract Value

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$17,374,160
This Action				\$ 0
Total				\$17,374,160

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$10,027,004
This Action				\$ 841,244
Total				\$10,868,248

A. The purpose of this modification is to:

1. Increase Contract Funding by \$841,244, from \$10,027,004 to \$10,868,248.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials and Supplies: increased by (b)(4)
- c. Travel and Training: increased by (b)(4)

2. Change the Mission funded-through date from 09/22/2014 to 09/04/2014.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:

<u>Pages Deleted</u>	<u>Pages Added</u>
Page H-8 (Mod 26)	Page H-8 (Mod 2 7)

D. Accounting and Appropriation Data:

PR 4200521138 (Mission)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22014D/361N/8014/150122/2/3 (b)(4)

PR 4200521201 (Travel)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22014D/334L/8014/150131/1/2: (b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/2/3: (b)(4)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22014D/719V/8014/150124/3/4: (b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22014D/719V/8014/150124/4/5: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22014D/277J/8014/150131/5/6: (b)(4)

PR 4200521302 (Materials)

62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2510/62/CASX22014D/361N/8014/150122/1/2: (b)(4)

62ZP02/6100.2511/62/FC000000/944022.02.01.02.19/000/2510/62/SCEX22014D/646O/8014/150120/2/3: (b)(4)

2CS20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/3/4: (b)(4)

62CS20/6100.2511/62/FC000000/735248.01.08/000/2510/62/AERX22013D/071M/8013/140126/4/5: (b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22014D/719V/8014/150124/5/6: (b)(4)

62CS20/6100.2511/62/FC000000/725932.11.01.08/000/2510/62/EXCX22014D/421A/8014/150115/6/7: (b)(4)

62CS20/6100.2511/62/FC000000/138494.07.01.05/000/2510/62/SCEX22014D/051A/8014/150120/7/8: (b)(4)

62CS20/6100.2511/62/FC000000/609524.07.01.02.07.2/9/000/2510/62/EXCX22014D/733B/8014/150115/8/9: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22014D/277J/8014/150131/9/10: (b)(4)

PR 4200521751 (Materials)

62CS20/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22013D/618I/8013/140122/1/2: (b)(4)

PR 4200522227 (Materials)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22014D/361N/8014/150122/2/3: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.06.08.02/000/2510/62/CASX22014D/361N/8014/150122/3/4: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,365,873 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$10,027,004
This Action				\$ 841,244
New Amount				\$10,868,248

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 4, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000028		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

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: \$552,497.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

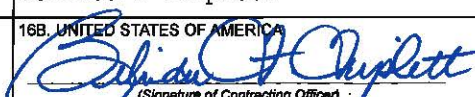
Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/3/2014

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$17,374,160
This Action				\$ 0
Total				\$17,374,160

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$10,868,248
This Action				\$ 552,497
Total				\$11,420,745

A. The purpose of this modification is to:

1. Increase Contract Funding by \$552,497, from \$10,868,248 to \$11,420,745.

The funding allocation is as follows:

- a. Mission: increased by (b)(4) Option Year 1 is now fully funded.
 - b. Materials and Supplies: increased by (b)(4)
 - c. Travel and Training: increased by (b)(4)
2. Change the Mission funded-through date from 09/04/2014 to 09/30/2014.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:

<u>Pages Deleted</u>	<u>Pages Added</u>
Page H-8 (Mod 27)	Page H-8 (Mod28)

D. Accounting and Appropriation Data:

PR 4200525281 (Materials)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/2/3: (b)(4)

62CS21/6100.2511/62/FC000000/411672.11.03/000/2510/62/SCEX22014D/913K/8014/150120/3/4: (b)(4)

62ZP12FA/6100.2511/62/FC000000/399131.02.03.02.33/000/2510/62/SCEX22014D/719A/8014/150120/4/5: (b)(4)

62CS10/6100.2511/62/FC000000/432938.09.01.08.14.2/3/000/2510/62/CASX22014D/361N/8014/150122/5/6: (b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22013D/618I/8013/140122/6/7: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.09.08.05.5/3/000/2510/62/CASX22014D/361N/8014/150122/7/8: (b)(4)

PR 420052 (Travel)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/1/2: (b)(4)

62CS21/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22014D/761A/8014/150115/2/3: (b)(4)

62CS21/6100.2511/62/FC000000/411672.11.03/000/2510/62/SCEX22014D/913K/8014/150120/3/4: (b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22014D/334L/8014/150131/4/5: (b)(4)

62HS30/6100.2511/62/FC000000/179340.62.01/000/2510/62/EDUX22014D/137B/8014/150128/5/6: (b)(4)

PR 4200526652 (Mission)

62CS20/6100.2511/62/FC000000/585777.08.30.50.15.1/4/000/2510/62/EXPX22014D/719V/8014/150124/1/2: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22014D/361N/8014/150122/2/3: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22014D/361N/8014/150122/3/4: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,512,711 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$10,868,248
This Action				\$ 841,244
New Amount				\$11,420,745

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000029		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	
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: \$421,212.00
 See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes, Fixed Price
	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.)
 See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) Chuck R. Stidham		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR Chuck R. Stidham <small>Digitally signed by Chuck R. Stidham DN: cn=Chuck R. Stidham, o=NASA, ou=ASRC Federal, email=chuck.stidham@nasa.gov, c=US Date: 2014.09.10 15:45:00</small>		16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	
15C. DATE SIGNED		16C. DATE SIGNED 9/30/2014	

NSN 7540-01-152-8070
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

RECAPITULATION:

Contract Value

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			(b)(4)
This Action				
Total				\$17,415,756

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$11,420,745
This Action				\$ 421,212
Total				\$11,841,957

A. The purpose of this modification is to:

1. Convert one Communication Strategist II position to one Communication Manager II position for Option Years 2, 3, 4, and 5.
2. Increase Mission value for Option Year 2 by (b)(4)
3. Increase Mission value for Option Year 3 by (b)(4)
4. Increase Mission value for Option Year 4 by (b)(4)
5. Increase Mission value for Option Year 5 by (b)(4)
6. Increase current Mission Value by (b)(4)
7. Increase Total value by (b)(4) to \$17,415,756.
8. Increase Contract Funding by \$421,212, from \$11,420,745 to \$11,841,957.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials and Supplies: increased by (b)(4)

Change the Mission funded-through date from 09/30/2014 to 10/29/2014.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- 1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998
- 2. Table B.2-1 – Matrix of CLINs and Contract Value.

C. As a result, the following pages have been added/deleted:

<u>Pages Deleted</u>	<u>Pages Added</u>
Page H-8 (Mod 27)	Page H-8 (Mod28)
Table B.2-1 (Mod 26)	Table B.2-1 (Mod 29)

D. Accounting and Appropriation Data:

PR 4200525281 (Materials)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22014D/719V/8014/150124/1/2:(b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/2/3:(b)(4)

62CS21/6100.2511/62/FC000000/411672.11.03/000/2510/62/SCEX22014D/913K/8014/150120/3/4:(b)(4)

62ZP12FA/6100.2511/62/FC000000/399131.02.03.02.33/000/2510/62/SCEX22014D/719A/8014/150120/4/5:(b)(4)

62CS10/6100.2511/62/FC000000/432938.09.01.08.14.2/3/000/2510/62/CASX22014D/361N/8014/150122/5/6:(b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22013D/618I/8013/140122/6/7:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.09.08.05.5/3/000/2510/62/CASX22014D/361N/8014/150122/7/8:(b)(4)

PR 420052 (Travel)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22014D/502A/8014/150120/1/2:(b)(4)

62CS21/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22014D/761A/8014/150115/2/3:(b)(4)

62CS21/6100.2511/62/FC000000/411672.11.03/000/2510/62/SCEX22014D/913K/8014/150120/3/4:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22014D/334L/8014/150131/4/5:(b)(4)

62HS30/6100.2511/62/FC000000/179340.62.01/000/2510/62/EDUX22014D/137B/8014/150128/5/6:(b)(4)

PR 4200526652 (Mission)

62CS20/6100.2511/62/FC000000/585777.08.30.50.15.1/4/000/2510/62/EXPX22014D/719V/8014/150124/1/2:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22014D/361N/8014/150122/2/3(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22014D/361N/8014/150122/3/4:(b)(4)

E. All other Terms and Conditions remain unchanged.

Table B.2-1 – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	PRICE	OPTION STATUS
	MISSION SERVICES			FFP	
1	10/01/2012 – 09/30/2013	Mission Services Base Period	2.0, 3.0, 4.0, 5.0	(b)(4)	
2	10/01/2013 – 09/30/2014	Mission Services Option Period 1	2.0, 3.0, 4.0, 5.0		Exercised
3	10/01/2014 – 09/30/2015	Mission Services Option Period 2	2.0, 3.0, 4.0, 5.0		Exercised
4	10/01/2015 – 09/30/2016	Mission Services Option Period 3	2.0, 3.0, 4.0, 5.0		Unexercised
5	10/01/2016 – 09/31/2017	Mission Services Option Period 4	2.0, 3.0, 4.0, 5.0		Unexercised
	MATERIALS AND SUPPLIES			Not to Exceed	
6	10/01/2012 – 09/30/2013	Materials and Supplies Base Period	6.0	\$1.65M	
7	10/01/2013 – 09/30/2014	Materials and Supplies Option Period 1	6.0	\$1.65M	Exercised
8	10/01/2014 – 09/30/2015	Materials and Supplies Option Period 2	6.0	\$1.65M	Exercised
9	10/01/2015 – 08/31/2016	Materials and Supplies Option Period 3	6.0	\$1.65M	Unexercised
10	10/01/2016 – 09/30/2017	Materials and Supplies Option Period 4	6.0	\$1.65M	Unexercised
	TRAVEL AND TRAINING			Not to Exceed	
11	10/01/2012 – 09/30/2013	Travel and Training Base Period	7.0	\$0.35M	
12	10/01/2013 – 09/30/2014	Travel and Training Option Period 1	7.0	\$0.35M	Exercised
13	10/01/2014 – 09/30/2015	Travel and Training Option Period 2	7.0	\$0.35M	Exercised

14	10/01/2015 – 09/30/2016	Travel and Training Option Period 3	7.0	\$0.35M	Unexercised
15	10/01/2016 – 09/30/2017	Travel and Training Option Period 4	7.0	\$0.35M	Unexercised
	IDIQ			Maximum Quantity Potential	
16	10/01/2012 – 09/30/2013	IDIQ Base Period	8.0	\$3.50M	
17	10/01/2013 – 09/30/2014	IDIQ Option Period 1	8.0	\$3.50M	Exercised
18	10/01/2014 – 09/30/2015	IDIQ Option Period 2	8.0	\$3.50M	Exercised
19	10/01/2015 – 09/30/2016	IDIQ Option Period 3	8.0	\$3.50M	Unexercised
20	10/01/2016 – 09/30/2017	IDIQ Option Period 4	8.0	\$3.50M	Unexercised
	OPTION TO EXTEND SERVICES				
21	10/01/2017 – 03/31/2018	Mission Services Option Period 5	2.0, 3.0, 4.0, 5.0	(b)(4)	Unexercised
22	10/01/2017 – 03/31/2018	IDIQ Option Period 5	8.0	\$1.75M NTE	Unexercised
23	10/01/2017 – 03/31/2018	Materials and Supplies Option Period 5	6.0	\$0.825M NTE	Unexercised
24	10/01/2017 – 03/31/2018	Travel and Training Option Period 5	7.0	\$0.175M NTE	Unexercised

B.3 ORDER RATE STRUCTURE

Task Orders will be placed periodically in accordance with Clause H.2, Task Ordering Procedure and H.3 Supplemental Task Ordering Procedures, utilizing the Contractor's fully burdened labor rates inclusive of profit in Attachment J-4, OSAC COMMS IDIQ Labor Rate Schedule for each labor category.

(End of Clause)

B.4 PRICE DEDUCTIONS FOR FAILURE TO MEET ACCEPTABLE PERFORMANCE LEVELS (APLs)

The Contractor shall apply deductions for failure to meet APLs. These deductions for the quarter shall be reflected in the subsequent monthly invoice. Detailed instructions for applying the price deduction for failure to meet APLs and the method of calculation are defined in Attachment J-3, Performance Requirements Summary (PRS).

(End of Clause)

B.5 RESERVED

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$7,823,962 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$11,420,745
This Action				\$ 421,212
New Amount				\$11,841,957

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 29, 2014.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000030		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$849,724.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)
See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/30/2014

RECAPITULATION:

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$11,841,957
This Action				\$ 849,724
Total				\$12,691,681

A. The purpose of this modification is to:

1. Increase Contract Funding by \$849,724, from \$11,841,957 to \$12,691,681.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials and Supplies: increased by (b)(4)
- c. Travel and Training: increased by (b)(4)

Change the Mission funded-through date from 10/29/2014 to 12/25/2014.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:

<u>Pages Deleted</u>	<u>Pages Added</u>
Page H-8 (Mod 29)	Page H-8 (Mod 30)

D. Accounting and Appropriation Data:

PR 4200531707 (Travel)

62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22014D/334L/8014/150
131/1/2: (b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/2/3:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/3/4:(b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22014D/618I/8014/150122/4/5:(b)(4)

62ZP11/6100.2511/62/FC000000/970315.02.01.01.14/000/2510/62/SCEX22015D/389A/8015/160120/5/6:(b)(4)

PR 4200531771 (Travel)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22015D/618I/8015/160122/1/2:(b)(4)

PR4200531784 (Materials)

62HS30/6100.2511/62/FC000000/179340.62.01/000/2510/62/EDUX22014D/137B/8014/150128/1/43:(b)(4)

62ZP20/6100.2511/62/FC000000/397424.07.02.03.17/000/2510/62/SCEX22014D/814L/8014/150120/2/44:(b)(4)

62CS21/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22015D/269B/8015/160120/3/45:(b)(4)

62CS30/6100.2511/62/FC000000/333971.01.11.03/000/2510/62/EXPX22014D/547E/8014/150124/4/46:(b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/5/47:(b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22015D/618I/8015/160122/6/48:(b)(4)

PR 4200531807 (Mission)

001

62ZP20/6100.2511/62/FC000000/397424.07.02.03.12/000/2510/62/SCEX22014D/814L/8014/150120/1/2

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/2/3

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/3/4

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/160122/4/5

62CS10/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/5/6

62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/160122/6/7

62CS10/6100.2511/62/FC000000/432938.09.01.08.14.2/3/000/2510/62/CASX22014D/361N/8014/150122/7/8

62EE12/6100.2511/62/FC000000/585777.02.10.08.02.1/0/000/2510/62/EXPX22015D/719V/8015/160124/8/9

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/160122/9/10

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/10/11

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/11/12

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22015D/618I/8015/160122/12/13

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8015/160115/13/14

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/14/15

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/160122/15/16

002

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/1/49

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8015/160115/2/50

PR4200531832 (Mission)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/1/2

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/160122/2/3

62EE12/6100.2511/62/FC000000/585777.02.10.08.02.1/0/000/2510/62/EXPX22015D/719V/8015/160124/3/4

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$8,445,534 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$11,841,957
This Action				\$ 849,724
New Amount				\$12,691,681

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 25, 2014**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000031		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$236,986.00

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) Bilateral, IAW FAR 43.103 (a) (3) Mutual Agreements of the Parties

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.)
See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

(b)(4)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
(b)(4)		15C. DATE SIGNED 12-5-14	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 12/5/14

RECAPITULATION:

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$12,691,681
This Action				\$ 236,986
Total				\$12,928,667

A. The purpose of this modification is to:

1. Increase Contract Funding by \$236,986, from \$12,691,681 to \$12,928,667.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
 - b. Materials and Supplies: increased by (b)(4)
 - c. Travel and Training: increased by (b)(4)
2. Change the Mission funded-through date from 12/25/2014 to 01/08/2015.
 3. Incorporate requested changes to the Performance Work Statement from ASI email dated 08/22/2014.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:

Pages Deleted

Page H-8 (Mod 30)

PWS Pages J-1-4, 5, 6, 13, & 15 (Base)

Pages Added

Page H-8 (Mod 31)

PWS Pages J-1-4, 5, 6, 13, & 15 (Mod 1)

D. Accounting and Appropriation Data:

PR 42005533578 (Mission)

62CS20/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/
160122/1/2: (b)(4)

62CS20/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/
160122/1/43: (b)(4)

PR 42005534774 (Mission)

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8
015/160115/1/2: (b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/2/3: (b)(4)

PR4200534114 (Materials)

62EE02/6100.2511/62/FC000000/585777.02.81.01.01.1/0/000/2510/62/EXPX22015D/719V/80
15/160124/1/2: (b)(4)

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEX22015D/728A/8015/160
120/2/3: (b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/3/4: (b)(4)

PR 4200534775 (Materials)

62ZP30/6100.2511/62/FC000000/448887.01.08/000/2510/62/SPTX22015D/334L/8015/160131
/1/2: (b)(4)

62XP03/6100.2511/62/FC000000/585777.09.60.01.62/000/2510/62/EXPX22015D/719V/8015/
160124/2/3: (b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/
160122/3/4: (b)(4)

PR4200534113 (Travel)

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEX22015D/728A/8015/160
120/1/2: (b)(4)

62ZP02/6100.2511/62/FC000000/397424.07.05/000/2510/62/SCEX22015D/814L/8015/160120
/2/3: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$8,572,410 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$12,691,681
This Action				\$ 236,986
New Amount				\$12,928,667

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 8, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

- e) The contractor shall support OSAC management and OSAC's customers in a responsive, integrated, and communicative manner. The contractor shall work as a team with OSAC to contribute to the organization's success. The contractor shall demonstrate an understanding of OSAC's communication mission and act as a member of an integrated OSAC team to provide new and innovative communication services.

2.0 Management Support

- a) The contractor shall provide administration and technical management for effective direction, control, and integration of all efforts performed under this contract. This includes developing and executing a disciplined management philosophy and clearly defined processes and tools applied and integrated throughout contract activities to meet all requirements of the performance work statement. The contractor shall provide a system to measure and monitor contract performance on all PWS activities. The contractor may be required to travel in support of various PWS activities.
- b) The contractor shall report and document the work identified in this PWS and fulfill the requirements of associated Data Requirements Documents (DRDs) as outlined in Data Procurement Document 1411 (Attachment J-2). The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.
- c) In performing the support delineated in this PWS, all systems and applications will comply with the applicable standards (Subpart B, Section 1194.21) contained within the Federal Acquisition Circular 97-27, Electronic and Information Technology (EIT) Accessibility, Section 508 of the Rehabilitation Act of 1973. The contractor shall comply with the requirements and intents of the Americans with Disabilities Act.

2.1 Contract Management. The contractor shall provide planning, integration, and management of all contract activities to ensure disciplined and quality performance of work and timely application of resources necessary for work completion.

- a) The contractor shall provide, implement and maintain a plan and approach for contract administration and technical management in the Management Plan in accordance with DRD 1411MA-001. The contractor shall clearly document in the Management Plan the integrated processes by which the PWS will be performed. The contractor shall input information in an existing integrated management system to monitor and measure performance of planning, scheduling, progress reporting, quality assurance, and completion of work orders or projects.
- b) The contractor shall input information into an existing Job TraQ work order system for life cycle management of all work orders and shall include the capability to provide real-time current and historical status of all work orders from initiation to completion.

- c) In support of the contractor's management approach, the contractor shall prepare and submit the following: Monthly Technical Progress Reports in accordance with DRD 1411MA-002; On-Site Employee Location Listings in accordance with DRD 1411CD-001; Contractor Employee Clearance Documents in accordance with DRD 1411MA-004; and Organizational Conflict of Interest (OCI) Plan in accordance with DRD 1411MA-005.

2.2 Property Management. The contractor shall maintain an inventory control system for all controlled and non-controlled property and equipment. Property and equipment will include exhibits, artifacts, materials samples, artwork, electronics, shop tools and machinery, furniture and vehicles. The contractor shall input information and maintain an existing database identifying and listing all equipment, materials, tools, etc., provided by the Government for use by the contractor in the performance of contracted support, and for which the contractor has been given custody. The Government Property Management Plan will be prepared and maintained in accordance with DRD 1411LS-001. The contractor shall perform required annual inventories and manage and track exhibit loan agreements.

The contractor shall comply with the following specifications and Marshall Work Instructions (MWI), Marshall Procedural Requirements (MPR), NASA Federal Acquisition Regulations (FAR) and the NASA FAR Supplement (NFS):

MWI 4220.1	Space Utilization, Communications Furniture, Relocation, and Special Event Services
MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins / Reutilization Screening
MWI 4500.1	Property Support: Furniture Operations, Retail Supply Operations, Warehousing, and Food Services
MWI 4520.1	Receiving
MWI 4520.2	Use of Procurement Discrepancy Tracking System (PDTs)
MPR 4000.2	Property Management
NFS Part 1845	Government Property

2.3 Occupational Safety and Health. The contractor shall establish and implement an industrial safety, occupational health, and environmental program in accordance with DRD 1411SA-001. The contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1411SA-002.

The contractor shall provide management and safety oversight for OSAC COMMSS work conducted in buildings 4466, 4631, and 7214. For these buildings, the contractor shall support required surveys, safety inspections, and reports on chemical inventories and warehouse space requirements.

2.4 Work Management. The contractor shall maintain the existing Job TraQ work order system as referenced in DRD 1411MA-003. The automated work order system is an interactive system to be used by the Government and the contractor. The contractor shall track

the status of each Work Order (WO) from planning/initiation to completion and record projected and actual resources and projected and actual hours expended through the automated system. This data is reported by unique project numbers (UPN) and have direct tracking capability to the estimated and actual costs in the contractor's Monthly Technical Progress Report (per DRD 1411MA-002) at all levels down to WO cost sub-elements and organizational funding levels. The automated work order system is an integrated system that allows insight and management of the PWS requirements.

The work order system provides a unique project numbering system with traceability of tasks through their lifetime; electronic notification of the order's status; approval tracking, revision tracking, traceability to a minimum of PWS level 2, delineation of inactive and active tasks, period of performance of each task, and estimated and actual costs. The system will be capable of allowing the Contracting Officer's Technical Representative (COTR), Performance Monitors, and Contractor Program Manager the ability to review and approve each work order prior to beginning the task. Each work order shall include: a WO number allowing traceability to OSAC or the requesting organization; traceability to a minimum of PWS level 2; name of the Government requesting official; work order initiator; work order description and/or objectives; total estimated and actual costs by major cost element, as applicable (such as materials, supplies, equipment and travel, etc.); deliverables and milestone dates; benefiting program(s); special instructions; and a comments section to document customer feedback.

The work order system is capable of providing a Price Summary Report, in spreadsheet form, that contains the following information for the base year and each option year for each organization/customer: WO number; WO title; total estimated price, actual price and percentage difference. The Price Summary Report will roll-up each PWS level 3 elements into an overall contract performance summary. The system will allow query capability by each UPN element and work order number. The contractor shall submit a Quarterly/Annual Self-Evaluation and Monthly Work Order Progress Report in accordance with DRD 1411MA-003, and Monthly Technical Progress Reports in accordance with DRD 1411MA-002.

2.5 Data Collection. The contractor shall maintain the work order system to capture and store information and content for PWS functional sub-elements. The work order system will be an interactive system to be used by the Government and the contractor. The work order system will provide data cross-referencing capability across PWS functional sub-elements to inform and support in the execution of all strategic communication contract activities. The contractor shall provide an electronic archive of all final products and plans delivered and accepted by OSAC for version control and reference. The contractor shall provide and maintain a comprehensive matrix of all databases to be implemented in support of the PWS data control measures. The contractor shall identify administrative POC's, data/information captured by functional sub-element, accessibility requirements, and integration capabilities.

2.6 Information Technology Security. The contractor shall develop and implement a comprehensive Information Technology Security Program Plan which addresses the management, operational, and technical aspects of protecting the confidentiality, integrity and availability of information and information technology systems. The IT security program will ensure the contractor is responsible for information and IT security when physical or electronic

event. The contractor shall develop profiles for each speaking engagement to include at a minimum event points of contact, event background information, past performance, and audience demographics. Coordinate the topics, talent, products, presentation support, event-unique special events or requirements, products, media awareness, transportation, host responsibilities and other logistical details to support and advance speaker trips. The contractor shall evaluate speakers and provide feedback to OSAC. The contractor shall maintain Speakers Bureau information on an existing MSFC web site.

5.4 Employee Communications. The contractor shall support OSAC to develop and implement comprehensive, effective employee communications products consistent with Agency direction and guidance and with MSFC's goals and objectives driven by mission assignments. This program shall focus on the creation and management of deliverables to communicate NASA, MSFC, and organizational messages and progress to the workforce. The contractor shall coordinate and integrate content with OSAC, MSFC programs and subject matter experts. Quality control, editing and copying will be completed by the submitting organization. The contractor shall develop and maintain content for OSAC on Marshall's employee intranet sites. The contractor shall develop and distribute electronically a newsletter for supervisors (average 3-5 articles per edition/2-4 newsletters annually). Additional employee communication products shall include but not be limited to: important time-sensitive information and news for MSFC employees; employee newspaper with news, articles, human interest pieces, and announcements; information on upcoming NASA and MSFC events; and updates with web links to MSFC events, news, safety bulletins.

5.4.1 The contractor shall monitor employee communication needs and recommend strategies, messages and vehicles to meet those needs; support in on-going tactical improvements to the internal employee communications program; and refine integrated communication plans.

5.4.2 The contractor shall support OSAC to develop, produce, and enhance internal communication vehicles including written, electronic, and broadcast products. All communication products shall be submitted for review to OSAC management in a final layout product ready for publication. The final products shall meet all publication requirements, including NASA design guidelines; appropriate writing styles; and formatting for posting on the MSFC World Wide Web Home Page in HTML or approved appropriate format.

5.4.3 The contractor shall produce the weekly published Marshall Star. For each workweek of the year, except the 2 weeks of Christmas and New Year's, the contractor shall produce a final web-based employee newsletter (Marshall Star). This will include all requirements for posting on the MSFC World Wide Web Home Page in HTML or approved appropriate format as well as conversion to PDF. The contractor shall propose, write and fully coordinate stories for weekly publication in the Marshall Star that reflect an internal flavor (personal interest, accomplishments, local and community events). The contractor shall moderate and propose responses to comments received to the Marshall Star online.

5.5 Reserved.

5.6.6 The contractor shall maintain the media electronic archives of media materials/products and ensure Media Relations publications are available to the media in HTML and PDF. The contractor shall ensure that the PostScript versions of media publications can be downloaded at other NASA Centers and printed in their entirety.

5.6.7 The contractor shall identify discussion topics, b-roll, and individuals for live interviews on NASA and MSFC related topics to be conducted via satellite with television news stations and networks nationally and work with television staff to implement.

5.6.8 The contractor shall research, develop, and implement strategies for using emerging technologies, including Internet and social media to more efficiently and rapidly deliver media products in a manner compatible with the media's needs, requirements, and capabilities to increase coverage of MSFC programs and activities. The contractor shall develop and distribute social media products in conjunction with OCIO for Marshall social media channels and maintain 10 to 20 sites per contract year to include such things as blogs, YouTube, twitter, Flickr, Facebook, Web chats, Google+, Instagram, Reddit, Ustream, and Google Handouts.

5.6.9 The contractor shall store and manage for current and future reference in the appropriate media (hard copy or electronic), material such as Web features; blogs; Flickr or YouTube videos; Twitter "tweets"; etc.; reference documents and publications such as fact sheets, news references, press kits, penny folders, information or mission summaries, publications, brochures, standardized responses to inquiries, and audiovisual resources such as still photos.

5.6.10 The contractor shall secure nationally recognized news clips service and provide support in determining the appropriateness and relevance of the news clips. The contractor shall support in maintaining a database of news clips (newspapers, magazines, television, radio, Internet, etc.) for measuring impact and outcome of support.

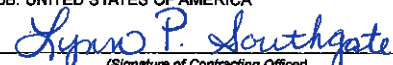
5.7 Web Content Management. The contractor shall provide support to OSAC and OSAC customers, including NASA Headquarters through web content management, web editing and posting efforts. The contractor shall work with NASA Headquarters and other NASA Center media page curators to ensure MSFC information is accurate, appropriate, and highlighted on the NASA Portal and other associated websites; and serve as a member of the NASA Portal Editorial Board. The contractor shall research, monitor, and provide recommendations to OSAC and its customers on web content such as procedures, design, and other improvements. These efforts will highlight the communication goals and objectives of the Agency and MSFC in highly specialized and technical areas.

5.7.1 Basic Web Content Management. The contractor shall support OSAC and OSAC customers, including NASA Headquarters by providing content management of MSFC managed public affairs web sites on the NASA portal (10-20 sites). The contractor shall keep the News Room and MSFC web site content, layout and presentation current, consistent, and up to date. This includes several program media and exhibit sub-sites. Web content will reflect key messages and themes determined by an integrated communication strategy. The contractor shall

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 000032		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		CODE MSFC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.		<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		<input type="checkbox"/> 10B. DATED (SEE ITEM 13) 08/16/2012	
CODE 0Z229		FACILITY CODE			
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) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral, IAW FAR 43.103 (a) (3) Mutual Agreements of the Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> Is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2 for details.					

Payment Terms:
Net 30 days

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lynn P Southgate	
15B. CONTRACTOR/OFFEROR (b)(4)		15C. DATE SIGNED	
		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		16C. DATE SIGNED 12-16-2014	

RECAPITULATION:

A. The purpose of this modification is to:

- B. Add the following paragraph to Clause H.8, Observance of Legal Holidays (AUG 1992) Alternate II (OCT 2000).

(f) Unless prior written notice is provided by the Contracting Officer, if the Contractor grants commensurate administrative leave to Contractor personnel, consistent with paragraph (e) of this clause, there will be no deduction to the fixed price of the contract as long as contractor personnel are paid for this time period. The contractor shall not be entitled to an equitable adjustment to the contract value, pursuant to any other clause of this contract, associated with payment of such administrative leave.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- A. Clause H.8, Observance of Legal Holidays (AUG 1992) Alternate II (OCT 2000)

C. As a result, the following pages have been added/deleted:

Pages Deleted

Page H-11 (Base)

Pages Added

Page H-11 (Mod 33)

D. All other Terms and Conditions remain unchanged.

critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(ALT II)

- (e) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor.
- (f) Unless prior written notice is provided by the Contracting Officer, if the Contractor grants commensurate administrative leave to Contractor personnel, consistent with paragraph (e) of this clause, there will be no deduction to the fixed price of the contract as long as contractor personnel are paid for this time period. The contractor shall not be entitled to an equitable adjustment to the contract value, pursuant to any other clause of this contract, associated with payment of such administrative leave.

(End of Clause)

H.9 CONTRACTORS SELF-EVALUATION OF PERFORMANCE

Contractor's Self-Evaluation of Performance shall be submitted 10 calendar days following the end of each calendar year quarter, complete with backup and analyses for all Mission Services and IDIQ work completed in performance of this contract. This includes computing deductions taken from Attachment J-3 PRS. The Contractor's Self-Evaluation will be considered by the Government in its evaluation. For each event where the Contractor is found to be inaccurate in the quarterly self-evaluation, a unilateral deduction of \$1,000 will be deducted from the Contractor's invoice in addition to deductions identified at Performance Evaluation Meetings.

(End of Clause)

H.10 PERFORMANCE EVALUATION MEETINGS

The Contractor shall meet with the Government quarterly to discuss and assess the Contractor's performance. The Contractor's Self Evaluation of Performance will be assessed by the Contracting Officer, the COTR, and the Government Technical Monitors. A mutual effort will be made to resolve all issues identified. The performance results will be determined and any deductions for the quarter shall be reflected in the subsequent monthly invoice. The Contractor also shall meet with the Government monthly to discuss performance status and issues associated with APLs.

Adjustments will be made quarterly to the Mission Services firm fixed price value based on APL deductions.

(End of Clause)

H.11 LABOR PROVISIONS

Service Contract Act

Pursuant to the requirements of the Service Contract Act of 1965, as amended, and the applicable Clauses incorporated in Section I, the minimum wages to be paid service employees under this contract shall be those set forth in the Department of Labor Wage Determinations (see Attachment J-8, Wage Determinations).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000033		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$125,730.00

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) Bilateral, IAW FAR 43.103 (a) (3) Mutual Agreements of the Parties

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.)
See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lynn P Southgate	
15B. CONTRACTOR/OFFEROR (b)(4)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Lynn P. Southgate</i> (Signature of Contracting Officer)	16C. DATE SIGNED 02-22-2014

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$12,928,667
This Action				\$ 125,730
Total				\$13,054,397

A. The purpose of this modification is to:

1. Add the Event Planner Labor Category to Attachment J-4, OSAC COMMS IDIQ labor Rate Schedule for Contract years 3, 4, 5, and 6, and:
2. Add Event Planner Labor Category Description to Attachment J-16, Position Descriptions.
3. Increase Contract Funding by \$125,730, from \$12,928,667 to \$13,054,397.

The funding allocation is as follows:

- a. Materials and Supplies: increased by (b)(4)
- b. Travel and Training: increased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998
2. Attachment J-4, OSAC COMMS IDIQ labor Rate Schedule
3. Attachment J-16, Position Descriptions

C. As a result, the following pages have been added/deleted:

Pages Deleted

Page H-8 (Mod 31)
Page J-4-3 (Base)
N/A

Pages Added

Page H-8 (Mod 33)
Page J-4-3 (Mod 33)
Page J-16-17 (Mod 33)

D. Accounting and Appropriation Data:

PR 4200535137 (Materials)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22014D/719V/8014/150124/1/2:(b)(4)

PR 4200535138 (Travel & Training)

62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/160122/1/2:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/2/3:(b)(4)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22014D/719V/8014/150124/3/4:(b)(4)

PR 4200536066 (Materials)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/1/2:(b)(4)

62ED04/6100.2511/62/FC000000/371544.01.08.02/000/2510/62/SPTX22015D/277J/8015/160131/2/3:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/160122/3/4:(b)(4)

PR 4200536067 (Travel)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/1/2:(b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$8,572,410 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$12,928,667
This Action				\$ 125,730
New Amount				\$13,054,397

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 8, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

Page 5 redacted for the following reason:

(b)(4) Labor Rate Schedule

NNM12AA53C

Position	General Characteristics	Description	Desired Qualification/Education
Event Planner	Demonstrated collaborative and leadership skills; Creative; Proactive; Ability to interface with all levels of management. Highly organized; Advanced problem solving skills and negotiation skills. Ability to get projects completed without supervision and working through others.	Manages and serves as liaison between contractors, organizers and management with regards to all facets of programs and events. Research and develops event designs and exhibit floor plans. Organizes meetings and special events of various sizes. Plans the logistics and negotiates contracts(s) for conferences, and/or events, with respects to budgets, speakers, transportation, facilities, technology, equipment, logistical requirement, printing, food and beverage and other related issue.	B.S. Degree or equivalent and ten to twelve years of related experience

MODIFICATION 033

J-16-17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000034		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200536068	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

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:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) Belinda F Triplett		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/5/2015

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action				
Total				\$13,109,811

A. The purpose of this modification is to:

1. Increase Contract Funding by (b)(4)

The funding allocation is as follows:

- a. Mission: increased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:

Pages Deleted

Page H-8 (Mod 33)

Pages Added

Page H-8 (Mod 34)

D. Accounting and Appropriation Data:

PR 4200536068 (Mission)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160
124/1/2: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$8,627,824 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$13,109,811

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 13, 2015**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4											
2. AMENDMENT/MODIFICATION NO. 000035		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)										
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC										
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C 10B. DATED (SEE ITEM 13) 08/16/2012												
CODE 0Z229 FACILITY CODE																
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) See Schedule Net Increase: \$1,023,295.00																
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> <tr> <td>X</td> <td>Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)</td> </tr> </table>							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	Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)
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	Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)															
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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.) See Page 2 for details.																

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marlyce R Alexander	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED 1/30/2015	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$13,109,811
This Action				\$ 1,023,295
Total				\$14,133,106

A. The purpose of this modification is to:

1. Increase Contract Funding by \$1,023,295, from \$13,109,811 to \$14,133,106.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials: increased by (b)(4)
- c. Travel: increased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:Pages Deleted

Page H-8 (Mod 34)

Pages Added

Page H-8 (Mod 35)

D. Accounting and Appropriation Data:**PR 4200538359 (Mission)**

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8015/160115/1/2 (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277I/8015/160131/2/3: (b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/3/4: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/4/5:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/5/6:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/6/7:(b)(4)

PR 4200538791 (Travel & Training)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/
1/2:(b)(4)

62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2510/62/SPTX22014D/277J/8014/150
131/2/3:(b)(4)

62ZP02/6100.2511/62/FC000000/397424.07.02.03.15/000/2510/62/SCEX22014D/814L/8014/1
50120/3/4:(b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160
120/4/5:(b)(4)

PR 4200538814 (Materials & Supplies)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/
1/2:(b)(4)

62ZP11FA/6100.2511/62/FC000000/742887.04.08.01/000/2510/62/SCEX22014D/359A/8014/1
50120/2/3:(b)(4)

62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2510/62/SPTX22014D/277J/8014/150
131/3/4:(b)(4)

PR 4200539144 (Mission)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/
1/2:(b)(4)

62IS50/6100.2511/62/FC000000/812235.29.20.02.08/000/2510/62/CASX22015D/922A/8015/1
60122/2/3:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/
160122/3/4:(b)(4)

62ZP21/6100.2511/62/FC000000/511432.07.04/000/2510/62/SCEX22015D/431A/8015/16012
0/4/5:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/
160122/5/6:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/6/7:(b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/
160122/7/8:(b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/8/9:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/
160122/9/10:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/10/11:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/11/12:(b)(4)

62ZP30/6100.2511/62/FC000000/295670.01.08.01/000/2510/62/SPTX22014D/277J/8014/150
131/12/13:(b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160
124/13/14:(b)(4)

62CS30/6100.2511/62/FC000000/600566.01.08.01/000/2510/62/SPTX22014D/277J/8014/150
131/14/15:(b)(4)

PR 4200539146 (Materials & Supplies)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160
124/1/2:(b)(4)

PR 4200539147 (Travel & Training)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160
124/1/2:(b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$9,379,417 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$13,109,811
This Action				\$ 1,023,295
New Amount				\$14,133,106

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **March 25, 2015**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000036		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200542167	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,433,483.00

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) Bilateral, IAW FAR 43.103 (a) (3) Mutual Agreements of the Parties

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.)
See Page 2 for details.

Payment Terms:

Net 30 days

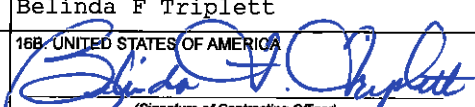
Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
(b)(4)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 3/13/2015	

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$14,133,106
De-obligation				-\$ 1,831
This Action				\$1,433,483
Total				\$15,564,758

A. The purpose of this modification is to:

1. De-obligate (b)(4) funding in the amount of (b)(4)
2. Increase Contract Funding by (b)(4)

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials: increased by (b)(4)
- c. Travel: increased by (b)(4)

3. Extend the Mission funded-through date to 07/23/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:Pages Deleted

Page H-8 (Mod 35)

Pages Added

Page H-8 (Mod 36)

D. Accounting and Appropriation Data:

PR 4200542167

001 MISSION LABOR

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8
015/160115/1/2: (b)(4)

62ZP21/6100.2511/62/FC000000/511432.07.04/000/2510/62/SCEX22015D/431A/8015/160120/2/3:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/3/4:(b)(4)

62EE12/6100.2511/62/FC000000/585777.02.10.08.02.1/0/000/2510/62/EXPX22015D/719V/8015/160124/4/5:(b)(4)

62IS50/6100.2511/62/FC000000/812235.29.20.02.08/000/2510/62/CASX22015D/922A/8015/160122/5/6:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/6/7:(b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/7/8:(b)(4)

62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22015D/334L/8015/160131/8/9:(b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/160122/9/10:(b)(4)

62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/160122/10/11:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/11/12:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/12/13:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/160122/13/14:(b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/14/15:(b)(4)

002 MATERIALS & SUPPLIES

62ZP02/6100.2511/62/FC000000/944022.02.01.02.19/000/2510/62/SCEX22014D/646O/8014/150120/1/2:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/2/3:(b)(4)

62ZP12FA/6100.2511/62/FC000000/378710.04.09.16/000/2510/62/SCEX22015D/814L/8015/160120/3/4:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/160122/4/5:(b)(4)

62HS30/6100.2511/62/FC000000/179340.62.01/000/2510/62/EDUX22014D/137B/8014/150128/5/6:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/6/7:(b)(4)

62EE12/6100.2511/62/FC000000/585777.08.50.01.62/000/2510/62/EXPX22015D/719V/8015/160124/7/8:(b)(4)

003 TRAVEL & TRAINING

62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22015D/334L/8015/160131/1/43:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22015D/361N/8015/160122/2/44:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/160122/3/45:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/160122/4/46:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/160122/5/47:(b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$10,648,401 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$14,133,106
De-obligation				-\$ 1,831
This Action				\$ 1,433,483
New Amount				\$15,564,758

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 23, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000037		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200545023	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

(b)(4)

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) Bilateral, IAW FAR 43.103 (a) (3) Mutual Agreements of the Parties

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (b)(4)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 4.6.15		16C. DATE SIGNED 4/8/2015	

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
De-obligation				
This Action				
Total				\$15,730,147

A. The purpose of this modification is to:

1. De-obligate Travel & Training funding in the amount of (b)(4)
2. Increase Contract Funding by (b)(4)

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials: increased by (b)(4)
- c. Travel: decreased by (b)(4)

3. Extend the Mission funded-through date to 07/28/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:Pages Deleted

Page H-8 (Mod 36)

Pages Added

Page H-8 (Mod 37)

D. Accounting and Appropriation Data:**PR 4200545023****001 MISSION LABOR**

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEx22015D/728A/8015/160

120/1/2: (b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/2/3:(b)(4)

62ZP02/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/3/4:(b)(4)

002 MATERIALS & SUPPLIES

62CS21/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131
/1/2:(b)(4)

62CS21/6100.2511/62/FC000000/543730.01.02/000/2510/62/EXPX22015D/806K/8015/16012
4/2/3:(b)(4)

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131/3/4:(b)(4)

62CS21/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/4/5:(b)(4)

62CS21/6100.2511/62/FC000000/344673.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/5/6:(b)(4)

62CS21/6100.2511/62/FC000000/150634.07.01.03/000/2510/62/SPTX22015D/277J/8015/160
131/6/7:(b)(4)

62CS21/6100.2511/62/FC000000/209886.01.08/000/2510/62/SPTX22015D/425W/8015/16013
1/7/8:(b)(4)

62CS21/6100.2511/62/FC000000/411672.11.03/000/2510/62/SCEX22015D/913K/8015/16012
0/8/9:(b)(4)

62CS21/6100.2511/62/FC000000/393204.01.05/000/2510/62/SCEX22015D/095T/8015/160120
/9/10:(b)(4)

2CS21/6100.2511/62/FC000000/725932.11.01.08/000/2510/62/EXCX22015D/421A/8015/1601
15/10/11:(b)(4)

62CS21/6100.2511/62/FC000000/709031.11.08.02/000/2510/62/EXPX22015D/055Y/8015/160
124/11/12:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160
131/12/13:(b)(4)

62EE12/6100.2511/62/FC000000/585777.02.10.08.02.1/0/000/2510/62/EXPX22015D/719V/8015/160124/13/14:(b)(4)

003 TRAVEL & TRAINING

62ZP02/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/1/46:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/2/47:(b)(4)

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEX22015D/728A/8015/160120/3/48:(b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$10,697,556 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
De-obligation				
This Action				
New Amount				\$15,730,147

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until July 28, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000038		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$692,872.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)
See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4/30/15

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$15,730,147
This Action				\$ 692,872
Total				\$16,423,019

A. The purpose of this modification is to:

1. Increase Contract Funding by \$692,872, from \$15,730,147 to \$16,423,019.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials: increased by (b)(4)
- c. Travel: increased by (b)(4)

3. Extend the Mission funded-through date to 08/17/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:Pages Deleted

Page H-8 (Mod 37)

Pages Added

Page H-8 (Mod 38)

D. Accounting and Appropriation Data:**PR 4200546902****001 MISSION LABOR**

62ZP11/6100.2511/62/FC000000/970315.02.01.01.14/000/2510/62/SCEX22015D/389
A/8015/160120/1/2: (b)(4)

62CS20/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361
N/8015/160122/2/3:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361
N/8015/160122/3/4:(b)(4)

62CS10/6100.2511/62/FC000000/432938.09.01.08.15.1/9/000/2510/62/CASX22014D/
361N/8014/150122/4/5:(b)(4)

62CS10/6100.2511/62/FC000000/432938.09.01.08.15.1/9/000/2510/62/CASX22015D/
361N/8015/160122/5/6:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361
N/8015/160122/6/7:(b)(4)

002 MATERIALS & SUPPLIES

62CS21/6100.2511/62/FC000000/725932.11.01.08/000/2510/62/EXCX22015D/421A/8015/160
115/1/43:(b)(4)

62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2510/62/CASX22015D/361N/8015/16
0122/2/44:(b)(4)

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8
015/160115/3/45:(b)(4)

62ZP11FA/6100.2511/62/FC000000/656052.04.01.11/000/2510/62/SCEX22015D/269A/8015/1
60120/4/46:(b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22015D/618I/8015/160122
/5/47:(b)(4)

003 TRAVEL & TRAINING

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8
015/160115/1/84:(b)(4)

62ZP12FA/6100.2511/62/FC000000/432938.09.01.08.15.0/5/000/2510/62/CASX22015D/361N/
8015/160122/2/85:(b)(4)

PR 4200547932**001 MATERIALS & SUPPLIES**

62CS21/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22014D/269B/8014/15012

0/1/2:(b)(4)

62ZP13/6100.2511/62/FC000000/448550.01.08/000/2510/62/SCEX22015D/502A/8015/16012

0/2/3:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/

160122/3/4:(b)(4)

002 TRAVEL & TRAINING

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131

/1/2:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160

131/2/3:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/

160122/3/4:(b)(4)

003 MISSION LABOR

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160

131/1/43:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131

/2/44:(b)(4)

62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22015D/334L/8015/160

131/3/45:(b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$11,141,584 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$15,730,147
This Action				\$ 692,872
New Amount				\$16,423,019

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 17, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1									
2. AMENDMENT/MODIFICATION NO. 000039		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule									
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)									
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C x		10B. DATED (SEE ITEM 13) 08/16/2012									
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) See Schedule		Net Increase:		\$308,247.00									
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td>X</td> <td>D. OTHER (Specify type of modification and authority) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)</td> </tr> </table>						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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)
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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)												
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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.)
See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/27/2015

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$16,423,019
This Action				\$308,247
Total				\$16,731,266

A. The purpose of this modification is to:

1. Increase Contract Funding by \$308,247, from \$16,423,019 to \$16,731,266.

The funding allocation is as follows:

- a. Mission: increased by (b)(4)
- b. Materials: increased by (b)(4)
- c. Travel: increased by (b)(4)

2. Extend the Mission funded-through date to 08/18/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:Pages Deleted

Page H-8 (Mod 38)

Pages Added

Page H-8 (Mod 39)

D. Accounting and Appropriation Data:

PR 4200548988

001 MISSION LABOR

62CS01/6100.2511/62/FC000000/129985.01.08.08/000/2510/62/CASX22015R/CMO/8015/160

122/1/2: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/2/3:(b)(4)

62CS01/6100.2511/62/FC000000/684499.01.05/000/2510/62/SCEX22014D/567W/8014/150120/3/4:(b)(4)

002 MATERIALS & SUPPLIES

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/1/125:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/2/126:(b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/160122/3/127:(b)(4)

62CS01/6100.2511/62/FC000000/684499.01.05/000/2510/62/SCEX22014D/567W/8014/150120/4/128:(b)(4)

003 TRAVEL & TRAINING

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/1/289:(b)(4)

PR 4200551629

001 MISSION LABOR

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/1/2:(b)(4)

62EO03/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8015/160115/2/3:(b)(4)

002 MATERIALS & SUPPLIES

62ZP12FA/6100.2511/62/FC000000/764214.04.02.01/000/2510/62/EXPX22015D/806K/8015/160124/1/43:(b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/2/44:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/3/45:(b)(4)

62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2510/62/CASX22015D/361N/8015/16
0122/4/46:(b)(4)

62EE12/6100.2511/62/FC000000/585777.08.50.01.62/000/2510/62/EXPX22015D/719V8015/1
60124/5/47:(b)(4)

003 TRAVEL & TRAINING

62ZP11/6100.2511/62/FC000000/970315.02.01.01.14/000/2510/62/SCEX22015D/389A/8015/
160120/1/2:(b)(4)

62CS30/6100.2511/62/FC000000/600566.01.08.01/000/2510/62/SPTX22015D/277J/8015/160
131/2/3:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131
/3/4:(b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$11,249,383 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$16,423,019
This Action				\$ 308,247
New Amount				\$16,731,266

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 18, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 1	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000040		See Block 16C		4200555174	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		MSFC			
		7. ADMINISTERED BY (If other than Item 6)		CODE	
		NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		x NNM12AA53C			
		10B. DATED (SEE ITEM 13)			
		08/16/2012			
CODE		FACILITY CODE			
0Z229					

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: \$150,771.00
 See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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	Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Belinda F Triplett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	6/25/2015

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$16,731,266
This Action				\$ 150,771
Total				\$16,882,037

A. The purpose of this modification is to:

1. Increase Contract Funding by \$150,771, from \$16,731,266 to \$16,882,037.

The funding allocation is as follows:

a. Mission: increased by (b)(4)

b. Materials: increased by (b)(4)

2. Extend the Mission funded-through date to 09/15/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:**Pages Deleted**

Page H-8 (Mod 39)

Pages Added

Page H-8 (Mod 40)

D. Accounting and Appropriation Data:

PR 4200555174

001 MISSION LABOR

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131

/1/2: (b)(4)

002 MATERIALS & SUPPLIES

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/1/125: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/2/126: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/160122/3/127: (b)(4)

62CS01/6100.2511/62/FC000000/684499.01.05/000/2510/62/SCEX22014D/567W/8014/150120/4/128: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$11,250,658 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)	(b)(4)		\$16,731,266
This Action				\$ 150,771
New Amount	\$11,250,658			\$16,882,037

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 15, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000041		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 0Z229		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Bilateral, IAW FAR 43.103 (a) (3) Mutual Agreements of the Parties

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

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

15A. NAME AND TITLE OF SIGNER (Type or print)

(b)(4)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Belinda F Triplett

15C. DATE SIGNED

07/15/2015

16B. UNITED STATES OF AMERICA

Belinda F Triplett
(Signature of Contracting Officer)

16C. DATE SIGNED

7/16/2015

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$16,882,037
This Action				\$ 0
Total				\$16,882,037

A. The purpose of this modification is to:

1. Add the Senior Writer Labor Category to the IDIQ Labor Rate Schedule.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. Attachment J-4, OSAC COMMS IDIQ Labor Rate Schedule
2. Attachment J-16, Position Descriptions

C. All other Terms and Conditions remain unchanged.

Page 3 redacted for the following reason:

(b)(4)

NNM12AA53C

Position	General Characteristics	Description	Desired Qualification/Education
Senior Writer	<p>Demonstrated collaborative and leadership skills; Creative; Proactive; Ability to interface with all levels of management. Highly organized; Strong writing skills. Demonstrated ability to prepare communication material that can be easily understood by a wide-range of readers. Advanced oral and written communication skills; Advanced problem solving skills. Ability to get projects completed without supervision and working through others.</p>	<p>Actively captures writing requirements through brainstorming sessions and interviews. Researches content and develops clear, concise, and compelling communication products based on communication strategies and concepts. The senior writer executes at all levels of content including complex, technical commentary. The senior writer conceptualizes, develops, and writes a wide-variety of communication products for broad audience consumption. The senior writer has the ability to match writing styles depending on the audience demands. The senior writer proofreads other writers work and provides feedback as appropriate. The position requires a BS or BA in journalism, communications / writing, or other related field and 5 of experience in related field. Graduate studies in a related field of study are preferred. Project Management experience is preferred.</p>	<p>BS or BA in journalism, communications/writing or other related field and 5 years' experience in related field</p> <p>Graduate studies in related field of study is preferred.</p> <p>Project Management experience is preferred</p>

MODIFICATION 041

J-16-18

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000042		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200558898	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC		7. ADMINISTERED BY (If other than Item 6) CODE MSFC	
NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C 10B. DATED (SEE ITEM 13) 08/16/2012			
CODE 0Z229		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Increase: \$318,918.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)
 See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) Belinda F Triplett		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/22/2015

RECAPITULATION:

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action				
Total				\$17,200,955

A. The purpose of this modification is to:

1. Increase Contract Funding by \$318,918, from \$16,882,037 to \$17,200,955.

The funding allocation is as follows:

- a. Mission: increased by (b)(4) Mission is now fully funded for Option Year 2.
- b. Materials: increased by (b)(4)

2. Extend the Mission funded-through date to 09/30/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 1852.232-77 LIMITATION OF FUNDS (Fixed Price Contract) MAR 1998

C. As a result, the following pages have been added/deleted:Pages Deleted

Page H-8 (Mod 40)

Pages Added

Page H-8 (Mod 42)

D. Accounting and Appropriation Data:

PR 4200558898

001 MISSION LABOR

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160

124/1/2: (b)(4)

62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2510/62/CASX22015D/361N/8015/16
0122/1/43: (b)(4)

002 MATERIALS & SUPPLIES

62OS01/6100.2511/62/FC000000/736466.01.03.08/000/2510/62/CASX22015D/361N/8015/16
0122/1/43: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131
/2/44: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22014D/361N/8014/
150122/3/45: (b)(4)

62HS30/6100.2511/62/FC000000/934844.01.11.01.09.0/2/000/2510/62/EXPX22015D/055Y/80
15/160124/4/46: (b)(4)

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEX22015D/728A/8015/160
120/5/47: (b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22015D/361N/8015/
160122/6/48: (b)(4)

62CS21/6100.2511/62/FC000000/892840.11.08/000/2510/62/SCEX22015D/269B/8015/16012
0/7/49: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$11,415,756 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$16,882,037
This Action				\$ 318,918
New Amount				\$17,200,955

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000043		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200562645	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 02229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

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: \$370,794.00
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Bilateral IAW FAR 43.103(a) (3) Types of Contract Modifications

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.)
See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Melinda E. Swenson	
15C. DATE SIGNED 9/10/2015		16C. DATE SIGNED 9/11/15	

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$17,415,756
This Action				\$ 6,085,259
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$17,200,955
This Action				\$ 370,794
Total				\$17,571,749

A. The purpose of this modification is to:

1. Exercise Mission Option Year 3 in the amount of (b)(4)
2. Increase Mission Option Year 3 in the amount of (b)(4) to (b)(4) Mission Option Year 4 in the amount of (b)(4) to (b)(4) and Option Year 5 in the amount of (b)(4)

This will cause an overall increase in Mission Value of (b)(4) to

(b)(4) This increase is due to the removal of four (4) Writer/Editor positions, one (1) Research Analyst II position, and one (1) Writer/Editor position, and the addition of three (3) Communication Strategist II positions and three (3) Senior Writer positions;

3. Exercise Materials & Supplies Option Year 3 in the amount of (b)(4)
4. Exercise Travel & Training Option Year 3 in the amount of (b)(4)

5. Increase Mission Value from \$11,415,756 by (b)(4);
6. Increase Materials and Supplies NTE from (b)(4);
7. Increase Travel and Training NTE from (b)(4);
8. Increase Total Value from \$17,415,756 by \$6,085,259 to \$23,501,015;
9. Extend the Period of Performance from 09/30/2015 to 09/30/2016;
10. Replace Attachment J-8 (Wage Determination) with a revised Wage Determination (2005-2008, Rev. 21); and
11. Increase Total funds Allotted in the amount of \$370,794, from \$17,200,955 to \$17,571,749.

The funding allocation is as follows:

Mission: increased by (b)(4)

Materials and Supplies: increased by (b)(4)

Travel and Training: increased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- a. Table B.2.1 Matrix of CLINs and Contract Value
- b. Table B.6.1 Estimated IDIQ Minimum and Maximum Values
- c. F.2 Period of Performance
- d. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998
- e. Attachment J-8 Wage Determination

C. As a result, the following page(s) have been added/deleted:

Pages Deleted

Pages Added

Pages B4-6 (Mod 26) Pages B4-6 (Mod 43)

Page F2 (Mod 26) Page F2 (Mod 43)

Page H8 (Mod 42) Page H8 (Mod 43)

Att. J-8 (Mod 26) Att. J-8 (Mod 43)

D. Accounting and Appropriation Data:**PR 4200562645****001 (Mission)**

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/1/2:(b)(4)

62IS50/6100.2511/62/FC000000/812235.29.20.02.08/000/2510/62/CASX22015D/922A/8015/160122/2/3:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/3/4:(b)(4)

62FP02/6100.2511/62/FC000000/465372.01.08.01/000/2510/62/SPTX22015D/334L/8015/160131/4/5:(b)(4)

62CS30/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22015D/334L/8015/160131/5/6:(b)(4)

62EO02/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22015D/733B/8015/160115/6/7:(b)(4)

62ZP30/6100.2511/62/FC000000/011468.01.08.01/000/2510/62/SPTX22015D/425W/8015/160131/7/8:(b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/8/9:(b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22015D/618I/8015/160122/9/10:(b)(4)

62CS01/6100.2511/62/FC000000/673467.01.08.01/000/2510/62/SPTX22014D/334L/8014/150131/10/11:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22015D/361N/8015/160122/11/12:(b)(4)

003 (Travel & Training)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/1/87:(b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22015D/719V/8015/160124/2/88:(b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCEX22015D/502A/8015/160120/3/89:(b)(4)

004 (Materials)

62ZP12FA/6100.2511/62/FC000000/399131.02.01.03.32/000/2510/62/SCEX22014D/719A/8014/150120/1/2:(b)(4)

62FP50/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/2/3:(b)(4)

62ZP12FA/6100.2511/62/FC000000/378710.05.02/000/2510/62/SCEX22015D/814L/8015/160120/3/4:(b)(4)

62ZP11/6100.2511/62/FC000000/970315.02.01.01.14/000/2510/62/SCEX22015D/389A/8015/160120/4/5:(b)(4)

E. In consideration of the modifications agreed to herein as complete equitable adjustments for all claims arising out of or attributable to the issuance of contract change(s) and or contractor proposals listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments to such facts or circumstances giving rise to said contract change(s) and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract Change Notification
Modification 43

Contractor Claim Proposal Number
ASI proposal dated August 31, 2015

F. All other Terms and Conditions remain unchanged.

Table B.2-1 – Matrix of CLINs and Contract Value

CLIN	PERIOD COVERED	DESCRIPTION	PWS SECTION	PRICE	OPTION STATUS
	MISSION SERVICES			FFP	
1	10/01/2012 – 09/30/2013	Mission Services Base Period	2.0, 3.0, 4.0, 5.0	(b)(4)	
2	10/01/2013 – 09/30/2015	Mission Services Option Period 1	2.0, 3.0, 4.0, 5.0		Exercised
3	10/01/2014 – 09/30/2015	Mission Services Option Period 2	2.0, 3.0, 4.0, 5.0		Exercised
4	10/01/2015 – 09/30/2016	Mission Services Option Period 3	2.0, 3.0, 4.0, 5.0		Exercised
5	10/01/2016 – 09/31/2017	Mission Services Option Period 4	2.0, 3.0, 4.0, 5.0		Unexercised
	MATERIALS AND SUPPLIES			Not to Exceed	
6	10/01/2012 – 09/30/2013	Materials and Supplies Base Period	6.0	\$1.65M	
7	10/01/2013 – 09/30/2015	Materials and Supplies Option Period 1	6.0	\$1.65M	Exercised
8	10/01/2014 – 09/30/2015	Materials and Supplies Option Period 2	6.0	\$1.65M	Exercised
9	10/01/2015 – 08/31/2016	Materials and Supplies Option Period 3	6.0	\$1.65M	Exercised
10	10/01/2016 – 09/30/2017	Materials and Supplies Option Period 4	6.0	\$1.65M	Unexercised
	TRAVEL AND TRAINING			Not to Exceed	
11	10/01/2012 – 09/30/2015	Travel and Training Base Period	7.0	\$0.35M	
12	10/01/2013 – 09/30/2015	Travel and Training Option Period 1	7.0	\$0.35M	Exercised
13	10/01/2014 – 09/30/2015	Travel and Training Option Period 2	7.0	\$0.35M	Exercised

14	10/01/2015 – 09/30/2016	Travel and Training Option Period 3	7.0	\$0.35M	Exercised
15	10/01/2016 – 09/30/2017	Travel and Training Option Period 4	7.0	\$0.35M	Unexercised
	IDIQ			Maximum Quantity Potential	
16	10/01/2012 – 09/30/2013	IDIQ Base Period	8.0	\$3.50M	
17	10/01/2013 – 09/30/2014	IDIQ Option Period 1	8.0	\$3.50M	Exercised
18	10/01/2014 – 09/30/2015	IDIQ Option Period 2	8.0	\$3.50M	Exercised
19	10/01/2015 – 09/30/2016	IDIQ Option Period 3	8.0	\$3.50M	Exercised
20	10/01/2016 – 09/30/2017	IDIQ Option Period 4	8.0	\$3.50M	Unexercised
	OPTION TO EXTEND SERVICES				
21	10/01/2017 – 03/31/2018	Mission Services Option Period 5	2.0, 3.0, 4.0, 5.0	(b)(4)	Unexercised
22	10/01/2017 – 03/31/2018	IDIQ Option Period 5	8.0	\$1.75M NTE	Unexercised
23	10/01/2017 – 03/31/2018	Materials and Supplies Option Period 5	6.0	\$0.825M NTE	Unexercised
24	10/01/2017 – 03/31/2018	Travel and Training Option Period 5	7.0	\$0.175M NTE	Unexercised

B.3 ORDER RATE STRUCTURE

Task Orders will be placed periodically in accordance with Clause H.2, Task Ordering Procedure and H.3 Supplemental Task Ordering Procedures, utilizing the Contractor's fully burdened labor rates inclusive of profit in Attachment J-4, OSAC COMMS IDIQ Labor Rate Schedule for each labor category.

(End of Clause)

B.4 PRICE DEDUCTIONS FOR FAILURE TO MEET ACCEPTABLE PERFORMANCE LEVELS (APLs)

The Contractor shall apply deductions for failure to meet APLs. These deductions for the quarter shall be reflected in the subsequent monthly invoice. Detailed instructions for applying the price deduction for failure to meet APLs and the method of calculation are defined in Attachment J-3, Performance Requirements Summary (PRS).

(End of Clause)

B.5 RESERVED

B.6 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

- a) The IDIQ portion of this contract is described in Attachment J-1, PWS 8.0. This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.2 and H.3.
- b) This clause establishes the minimum and maximum quantity values for each IDIQ CLIN of the contract as set forth below.

Table B.6-1 - ESTIMATED IDIQ MINIMUM AND MAXIMUM VALUES

IDIQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
16	Base Period	\$0.00	\$3.50 M
17	Option 1 (Exercised)	\$0.00	\$3.50 M
18	Option 2 (Exercised)	\$0.00	\$3.50 M
19	Option 3 (Exercised)	\$0.00	\$3.50 M
20	Option 4	\$0.00	\$3.50 M
22	Option 5 to Extend Services (6 mo)	\$0.00	\$1.75M
TOTAL		\$0.00	\$19.25M

- c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the IDIQ CLINs.
- d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.
- e) The actual values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3.
- f) Any unused value remaining in IDIQ CLINs delineated in (b) above, may be rolled over to subsequent contract option periods if exercised, provided that the total maximum quantity of \$19.25M is not exceeded over the life of this contract.

(End of Clause)

[END OF SECTION]

SECTION F- DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay of Work.	(APR 1984)
52.247-34	F.O.B. Destination	(NOV 1991)

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is October 1, 2012 through September 30, 2016. The phase-in period will not exceed thirty (30) calendar days and will be awarded by a separate purchase order.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract (see FAR 52.217-9, Option to Extend the Term of the Contract and FAR 52.217-8, Option to Extend Services), the period of performance for each option will be as set forth below:

<u>Option Periods</u>	<u>Period of Performance</u>
Option 1 (Exercised)	October 1, 2013 through September 30, 2014
Option 2 (Exercised)	October 1, 2014 through September 30, 2015
Option 3 (Exercised)	October 1, 2015 through September 30, 2016
Option 4	October 1, 2016 through September 30, 2017
Option 5	October 1, 2017 through March 31, 2018

(End of Clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s): Marshall Space Flight Center (MSFC), Huntsville, Alabama, and the National Space Science Technology Center (NSSTC), Huntsville, Alabama and at other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$11,736,476 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$17,200,955
This Action				\$ 370,794
New Amount				\$17,571,749

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 28, 2015.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

WD 05-2008 (Rev.-21) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2008
Revision No.: 21
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.88
01112 - General Clerk II		11.87
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		10.07
01191 - Order Clerk I		12.66
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		14.18
01262 - Personnel Assistant (Employment) II		15.86
01263 - Personnel Assistant (Employment) III		17.70
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83

01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	11.08
01532 - Travel Clerk II	11.72
01533 - Travel Clerk III	12.50
01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	15.85

12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	16.00
12073 - Licensed Practical Nurse III	17.84
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.59
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.05
12236 - Optical Technician	12.56
12250 - Pharmacy Technician	13.36
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.09
13012 - Exhibits Specialist II	24.89
13013 - Exhibits Specialist III	30.45
13041 - Illustrator I	20.09
13042 - Illustrator II	24.89
13043 - Illustrator III	30.45
13047 - Librarian	27.56
13050 - Library Aide/Clerk	15.94
13054 - Library Information Technology Systems Administrator	24.89
13058 - Library Technician	16.14
13061 - Media Specialist I	17.96
13062 - Media Specialist II	20.09
13063 - Media Specialist III	22.40
13071 - Photographer I	16.19
13072 - Photographer II	18.70
13073 - Photographer III	22.40
13074 - Photographer IV	27.38
13075 - Photographer V	33.23
13110 - Video Teleconference Technician	17.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	25.00
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.55
14160 - Personal Computer Support Technician	26.16

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	30.52
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	22.01
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 - Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72

23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19.29
23810 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	10.19
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	19.88
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	19.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.83
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55

27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.64
27132 - Police Officer II	20.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.11
28042 - Carnival Equipment Repairer	10.62
28043 - Carnival Equipment Worker	8.38
28210 - Gate Attendant/Gate Tender	14.06
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.73
28510 - Recreation Aide/Health Facility Attendant	11.48
28515 - Recreation Specialist	17.94
28630 - Sports Official	12.53
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.60
30022 - Archeological Technician II	20.81
30023 - Archeological Technician III	25.48
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	22.83
30061 - Drafter/CAD Operator I	18.60
30062 - Drafter/CAD Operator II	20.81
30063 - Drafter/CAD Operator III	23.21
30064 - Drafter/CAD Operator IV	28.55
30081 - Engineering Technician I	15.98
30082 - Engineering Technician II	18.00
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	25.48
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	25.48
30361 - Paralegal/Legal Assistant I	18.54
30362 - Paralegal/Legal Assistant II	22.98
30363 - Paralegal/Legal Assistant III	28.11
30364 - Paralegal/Legal Assistant IV	34.01
30390 - Photo-Optics Technician	25.48
30461 - Technical Writer I	21.30
30462 - Technical Writer II	26.06
30463 - Technical Writer III	31.52
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3) 23.21
30621 - Weather Observer, Senior	(see 3) 25.48

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.94
31043 - Driver Courier	14.96
31260 - Parking and Lot Attendant	10.11
31290 - Shuttle Bus Driver	16.25
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	16.25
31362 - Truckdriver, Medium	16.82
31363 - Truckdriver, Heavy	17.62
31364 - Truckdriver, Tractor-Trailer	17.62
99000 - Miscellaneous Occupations	
99030 - Cashier	9.30
99050 - Desk Clerk	8.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	22.65
99410 - Pest Controller	12.76
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93
99842 - Vending Machine Repairer Helper	13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does

not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000044		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C x		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$303,546.00

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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)
See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) Belinda F Triplett		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/24/2015

RECAPITULATION:

Contract Value

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$17,571,749
This Action				\$ 303,546
Total				\$17,875,295

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$303,546, from \$17,571,749 to \$17,875,295.

The funding allocation is as follows:

Mission: increased by (b)(4)

Materials and Supplies: increased by (b)(4)

Travel and Training: increased by (b)(4)

2. Increase the funded-through date to 11/05/2015.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:

<u>Pages Deleted</u>	<u>Pages Added</u>
Page H8 (Mod 43)	Page H8 (Mod 44)

D. Accounting and Appropriation Data:

PR 4200566158

001 (Mission)

62CS01/6100.2511/62/FC000000/563550.01.08.01/000/2510/62/SPTX22015D/425W/8015/160131/1/2: (b)(4)

62SF01/6100.2511/62/FC000000/006220.01.01/000/2510/62/EXPX22015D/719V/8015/160124/2/3: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/3/4: (b)(4)

62EM42PMP1/6100.2511/62/FC000000/585777.01.01.33/000/2510/62/EXPX22015D/719V/8015/160124/4/5: (b)(4)

002 (Materials)

62EO04/6100.2511/62/FC000000/769347.05.08.08.01.0/1/000/2510/62/EXCX22015D/733B/8015/160115/1/43: (b)(4)

62XP03/6100.2511/62/FC000000/585777.09.60.01.62/000/2510/62/EXPX22015D/719V/8015/160124/2/44: (b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22015D/618I/8015/160122/3/45: (b)(4)

62FP20/6100.2511/62/FC000000/581291.01.01.01/000/2510/62/SCFX22015D/502A/8015/160120/4/46: (b)(4)

62EM42PMP1/6100.2511/62/FC000000/585777.01.01.33/000/2510/62/EXPX22015D/719V/8015/160124/5/47: (b)(4)

62FP02/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/6/48: (b)(4)

62CS21/6100.2511/62/FC000000/652150.07.08/000/2510/62/CASX22015D/618I/8015/160122/7/49: (b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/8/50: (b)(4)

62HS30/6100.2511/62/FC000000/736466.01.02.08.01.0/7/000/2510/62/CASX22015D/361N/8015/160122/9/51: (b)(4)

003 (Travel & Training)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22015D/277J/8015/160131/1/84: (b)(4)

62FP02/6100.2511/62/FC000000/465372.01.08.05/000/2510/62/SPTX22015D/334L/8015/160131/2/85: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$11,818,246 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$17,571,749
This Action				\$ 303,546
New Amount				\$17,875,295

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **November 5, 2015**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000045		3. EFFECTIVE DATE 10/28/2015		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

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:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/28/2015

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action				
Total				\$18,597,976

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of (b)(4) to \$18,597,976.

The funding allocation is as follows:

Mission: increased by (b)(4)

2. Increase the funded-through date to 01/01/2016.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:**Pages Deleted****Pages Added**

Page H8 (Mod 44)

Page H8 (Mod 45)

D. Accounting and Appropriation Data:**PR 4200567549**

62FP02/6100.2511/62/FC000000/736466.01.08.08.50.1/0/000/2510/62/CASX22015D/361N/8015/160122/1/2: (b)(4)

PR 4200569889

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/SSMX22016D/361N/8016/170122/1/2: (b)(4)

62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/SSMX22016D/361N/8016/170122/2/3: (b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/SSMX22016D/361N/8016/170122/3/4: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/SSMX22016D/361N/8016/170122/4/5: (b)(4)

62CS01/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22016D/733B/8016/170115/5/6: (b)(4)

62EO02/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22016D/733B/8016/170115/6/7: (b)(4)

62ZP11/6100.2511/62/FC000000/970315.02.01.01.14/000/2510/62/SCEX22016D/389A/8016/170120/7/8: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$12,540,927 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$17,875,295
This Action				\$ 722,681
New Amount				\$18,597,976

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 1, 2016**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000046		3. EFFECTIVE DATE 11/30/2015		4. REQUISITION/PURCHASE REQ. NO. 4200570458	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$203,974.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days


Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/30/2015

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$18,597,976
This Action				\$ 203,974
Total				\$18,801,950

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$203,974, from \$18,597,976 to \$18,801,950.

The funding allocation is as follows:

Mission: increased by (b)(4)

Materials and Supplies: increased by (b)(4)

Travel and Training: increased by (b)(4)

2. Increase the funded-through date to 01/14/2016.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:Pages DeletedPages Added

Page H8 (Mod 45)

Page H8 (Mod 46)

D. Accounting and Appropriation Data:**PR 4200570458****002 Travel and Training**

62FP20/6100.2511/62/FC000000/995905.01.01.01.01/000/2510/62/SCEX22016D/502A/8016/170120/1/84: (b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22016D/719V/8016/170124/2/85: (b)(4)

004 Mission Labor

62SF01/6100.2511/62/FC000000/585777.08.30.50.16.0/1/000/2510/62/EXPX22016D/719V/8016/170124/1/2: (b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22016D/719V/8016/170124/2/3: (b)(4)

005 Materials and Supplies

62SF01/6100.2511/62/FC000000/585777.08.30.50.16.0/1/000/2510/62/EXPX22016D/719V/8016/170124/1/43: (b)(4)

62EE12/6100.2511/62/FC000000/585777.08.50.01.62/000/2510/62/EXPX22016D/719V/8016/170124/2/44: (b)(4)

62ZP11/6100.2511/62/FC000000/281945.02.19.01.28/000/2510/62/SCEX22015D/728A/8015/160120/3/45: (b)(4)

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22016D/719V/8016/170124/4/46: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$12,698,337 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$18,597,976
This Action				\$ 203,974
New Amount				\$18,801,950

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **January 14, 2016**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000047		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200572422	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$145,063.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) Belinda F Triplett		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/22/2015

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action				
Total				\$18,947,013

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$145,063, from \$18,801,950 to \$18,947,013.

The funding allocation is as follows:

Mission: increased by (b)(4)

Materials and Supplies: increased by (b)(4)

2. Increase the funded-through date to 01/29/2016.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:**Pages Deleted**

Page H8 (Mod 46)

Pages Added

Page H8 (Mod 47)

D. Accounting and Appropriation Data:**PR 4200572422****001 Mission Labor**

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEX22016D/728A/8016/170
120/1/2: (b)(4)

002 Materials and Supplies

62ZP13FA/6100.2511/62/FC000000/791926.02.05.01.33/000/2510/62/SCEX22015D/646O/801
5/160120/1/43: (b)(4)

62CS21/6100.2511/62/FC000000/383807.01.13.10/000/2510/62/SCEX22016D/728A/8016/170
120/2/44: (b)(4)

62FP02/6100.2511/62/FC000000/673467.01.08.03/000/2510/62/SPTX22015D/334L/8015/160
131/3/45: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$12,759,928 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$18,801,950
This Action				\$ 145,063
New Amount				\$18,801,950

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 29, 2016.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000048		3. EFFECTIVE DATE 1/29/16		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C		10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Decrease: -\$100,000.00

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) Bilateral IAW FAR 43.103(a)(3) Types of Contract Modifications

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.)

See Page 2 for details.

Payment Terms:

Net 30 days

Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. DATE SIGNED 1/29/16	15C. DATE SIGNED 1/29/16	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 1/29/16

RECAPITULATION:

Contract Value

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action				
Total				\$18,847,013

A. The purpose of this modification is to:

1. De-obligate Total funds Allotted in the amount of (b)(4)

(b)(4)

The funding allocation is as follows:

Materials and Supplies: decreased by (b)(4)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:

Pages Deleted

Pages Added

Page H8 (Mod 47)

Page H8 (Mod 48)

D. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$12,759,928 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			(b)(4)
This Action				
New Amount				\$18,847,013

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until January 29, 2016.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000049		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		CODE MSFC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	
CODE 0Z229		FACILITY CODE			
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) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
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 Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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.) See Page 2 for modification details.					

Payment Terms:
Net 30 days

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lynn P Southgate	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Lynn P. Southgate (Signature of Contracting Officer)	16C. DATE SIGNED 01/29/2016

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$18,847,013
This Action				\$ 290,731
Total				\$19,137,744

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$290,731, from \$18, 847,013 to \$19,137,744.

The funding allocation is as follows:

- a. Mission: Increased by (b)(4)
- b. Materials and Supplies: Increased by (b)(4)
- c. Travel and Training: Increased by (b)(4)

2. Extend the Funded-thru date to 02/22/2016.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:Pages DeletedPages Added

Page H8 (Mod 48)

Page H8 (Mod 49)

D. Appropriation and Accounting Data:**PR 4200577057****001 Mission Labor**

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22016D/719V/8016/170124/1/2:(b)(4)

62FP02/6100.2511/62/FC000000/475053.01.08.05/000/2510/62/SPTX22016D/277J/8016/170131/2/3:(b)(4)

62IS50/6100.2511/62/FC000000/812235.29.20.02.08/000/2510/62/SSMX22016D/922A/8016/170122/3/4:(b)(4)

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22016D/277J/8016/170131/4/5:(b)(4)

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/SSMX22016D/361N/8016/170122/5/6:(b)(4)

62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/SSMX22016D/361N/8016/170122/6/7:(b)(4)

62FP02/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22016D/733B/8016/170115/7/8:(b)(4)

62FP20/6100.2511/62/FC000000/995905.01.01.01.01/000/2510/62/SCEX22016D/502A/8016/170120/8/9:(b)(4)

002 Materials

62FP20/6100.2511/62/FC000000/995905.01.01.01.01/000/2510/62/SCEX22016D/502A/8016/170120/1/43:(b)(4)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22015D/719V/8015/160124/2/44:(b)(4)

62ZP11FA/6100.2511/62/FC000000/281945.02.03.05.45/000/2510/62/SCEX22016D/728A/8016/170120/3/45:(b)(4)

003 Travel

62ZP30/6100.2511/62/FC000000/114772.09.08/000/2510/62/SPTX22016D/277J/8016/170131
/1/84: (b)(4)

E. All other Terms and Conditions remain unchanged.

performed on-site at Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.6 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price of FFP Mission Services, the sum of \$13,014,442 is presently available for payment and allotted to this contract.

Funding	Mission	Materials and Supplies	Travel and Training	Total Funding
Previous Amount	(b)(4)			\$18,847,013
This Action				\$ 290,731
New Amount				\$19,137,744

It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **February 22, 2016**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000050		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement PS52/Belinda F. Triplett Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS52/Mike Thomas Building 4201/Room 430C 256-544-3370 michael.r.thomas@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A S I 350 VOYAGER WAY NW HUNTSVILLE AL 35806-3200		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0Z229		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM12AA53C	
				10B. DATED (SEE ITEM 13) 08/16/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$426,042.00

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) Unilateral, IAW NFS 1852.232-77 LIMITATION OF FUNDS (FIXED PRICE CONTRACT)

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.)
See Page 2 for modification details.

Payment Terms:

Net 30 days

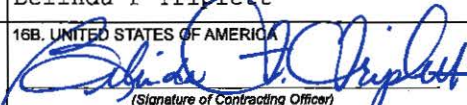
Delivery Location Code: MSFC

NASA/Marshall Space Flight Center

Marshall Space Flight Center AL 35812

FOB: Destination

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Belinda F Triplett	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/16/2016

RECAPITULATION:**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action				\$ 0
Total				\$23,501,015

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action				
Total				\$19,563,786

A. The purpose of this modification is to:

1. Increase Total funds Allotted in the amount of \$426,042, from \$19,137,744 to \$19,563,786.

The funding allocation is as follows:

- a. Mission: Increased by (b)(4)
- b. Materials and Supplies: Increased by (b)(4)

2. Extend the Funded-thru date to 03/21/2016.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

1. H.6 LIMITATION OF FUNDS 1852.232-77 (Fixed Price Contract) MAR 1998

C. As a result, the following page(s) have been added/deleted:

Pages DeletedPages Added

Page H8 (Mod 49)

Page H8 (Mod 50)

D. Appropriation and Accounting Data:**PR 4200576950****001 Mission Labor**

62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22015D/361N/8015/
160122/1/2: (b)(4)

PR 4200578812**001 Mission Labor**

62XP02/6100.2511/62/FC000000/585777.01.01.02/000/2510/62/EXPX22016D/719V/8016/170
124/1/2: (b)(4)

003 Materials

62XP01/6100.2511/62/FC000000/585777.01.01.03/000/2510/62/EXPX22016D/719V/8016/170
124/1/43: (b)(4)

62XP02/6100.2511/62/FC000000/573754.01.02.15.07.0/4/000/2510/62/EXPX22016D/719V/80
16/170124/2/44: (b)(4)

62CS21/6100.2511/62/FC000000/977657.14.08/000/2510/62/SSMX22016D/618I/8016/17012
2/3/45: (b)(4)

E. All other Terms and Conditions remain unchanged.