OMB APPROVAL #: 2700-0042 INT.OFC:MP31

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 05

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2. AMENDMENT/MODIFICATION NO.: 012

3. EFFECTIVE DATE: 6-30-2004

4. REQUISITION/PURCHASE REQ. NO.:

5. PROJECT NO. *(If applicable)*: EXTERNAL TANK

6. ISSUED BY CODE MJL

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, Al 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS42E

Howard J. Nelson/PS42E (256) 544-0280

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

Lockheed Martin Corporation
P.O. Box 29304
New Orleans, LA 70189

CODE 100016 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02F

10B. DATED *(SEE ITEM 13)* 10-27-03

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* *See Page 2*

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _3_ copies to the issuing office.

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

	Provisional Estimated Cost	Negotiated Estimated Cost	Contract Value	Amount Allotted
Previous Contract Total	$ -0-	$ 17,233,523	$ 17,233,523	$ 5,700,000
This Modification	$ -0-	$ -0-	$ -0-	$ -0-
Revised Contract Total	$ -0-	$ 17,233,523	$ 17,233,523	$ 5,700,000

Except at 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)*
Howard J. Nelson
Contracting Officer

15B. CONTRACTOR/OFFEROR

BY _____
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

BY /s/ Howard J. Nelson
(Signature of Contracting Officer)

16C. DATE SIGNED 6-30-2004

I. The Purpose of this modification is to incorporate the requirements of Procurement Information Circular (PIC) 04-12, dated June 9, 2004 This PIC cancels and supersedes PIC 03-14 dated June 3, 2003 and changes quarterly property financial reporting requirements to monthly reporting. PIC 04-12 however is modified by the Office of the Chief Financial Officer to omit the WBS the requirements at this time.

II. Section G, Clause G.4-(d) Financial Reporting of NASA Property in the Custody of Contractors (1852.245.73) (Sep 1996) is amended to add the following:

(e) The contractor shall incorporate the requirements of Procurement Information Circular (PIC) 04-12 dated June 9, 2004, as modified by the Office of the Chief Financial Officer.

III. The following page of the contract is revised as appended hereto, and made an inseparable part thereof.

Revised Page
G-4

IV. The modification consists in its entirety of Standard Form 30, Page 2, and the revised page listed in Paragraph IV above.

V. In consideration of the modification all claims arising out of or attributable to issuance of the change listed below, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change, and for such additional obligations as may be required by this modification.

Contract Change Identification	Contractor Proposal Number
Supplemental Agreement 012	N/A

the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of 1852.245-73)

Note: The Contractor shall comply with the requirements of NASA Procurement Information Circular (PIC) 04-12, dated June 9, 2004, which changes quarterly property financial reporting requirements to monthly reporting, with additional data elements.

G.5 RELATED PROCUREMENT CONTRACTS

(a) The facilities provided in this contract are authorized for use on a no-charge basis in connection with the following contracts:

(1) NAS8-00016 – External Tank Contract
(2) Other Government contracts on a non-interference basis as authorized in writing by the Contracting Officer or his duly appointed representative acting within the scope of his delegated authority.

(b) The facilities provided in this contract may be authorized for use for such other work as authorized in writing by the Contracting Officer or his duly appointed representative acting within the scope of his delegated authority.

(End of clause)

G.6 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76) (Oct 1988)

For performance of work under this contract, the Government will make available Government property identified in Attachment J-2 (Contractor Acquired Property) of this contract NMM04AA06C and Attachment J-4-A and J-4-B of NAS8-00016 on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at MAF, MSFC, and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)