

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)	
9. FACILITY CODE 0Z229		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 ...

Except as modified 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>[Signature]</i> (Signature of Contracting Officer)
	16D. DATE SIGNED 8/29/13

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM12AA53C/C 013

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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>Pages Deleted Pages Added</p> <p>B-2&3 (Base) B-2&3 (Mod 13)</p> <p>J-1-2 (Base) J-1-2 (mod 13)</p> <p>4. All other terms and conditions remain unchanged and in full force and effect.</p> <p>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.</p> <p>Payment Terms: Net 30 days</p>				

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.