

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	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)
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: \$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 (Signature of person authorized to sign)	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	(b)(4)			\$ 0
Total	(b)(4)			\$17,374,160

Contract Funding

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$10,868,248
This Action	(b)(4)			\$ 552,497
Total	(b)(4)			\$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/8014/150
131/4/5 (b)(4)

62HS30/6100.2511/62/FC000000/179340.62.01/000/2510/62/EDUX22014D/137B/8014/15012
8/5/6 (b)(4)

PR 4200526652 (Mission)

62CS20/6100.2511/62/FC000000/585777.08.30.50.15.1/4/000/2510/62/EXPX22014D/719V/80
14/150124/1/2: (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