

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 CODE MSFC  
 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) CODE MSFC  
 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)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 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: \$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:  
 D. OTHER (Specify type of modification and authority)  
 X 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. CONTRACTING OFFICER  
 (b)(4)  
 15C. DATE SIGNED  
 12-5-14  
 16B. UNITED STATES OF AMERICA  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 12/5/14

**RECAPITULATION:**

**Contract Funding**

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			\$12,691,681
This Action	(b)(4)			\$ 236,986
Total	(b)(4)			\$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 with 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