

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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.	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)**

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)		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 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).