

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000045	3. EFFECTIVE DATE 10/28/2015	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)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 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)

Net Increase:

(b)(4)

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			10/28/2015
		(Signature of Contracting Officer)	

**RECAPITULATION:**

**Contract Value**

	Mission	Materials & Supplies	Travel & Training	Total Value
Previous	(b)(4)			\$23,501,015
This Action	(b)(4)			\$ 0
Total	(b)(4)			\$23,501,015

**Contract Funding**

	Mission	Materials & Supplies	Travel & Training	Total Funding
Previous	(b)(4)			(b)(4)
This Action	(b)(4)			(b)(4)
Total	(b)(4)			\$18,597,976

**A. The purpose of this modification is to:**

1. Increase Total funds Allotted in the amount of (b)(4) to \$18,597,976.

The funding allocation is as follows:

Mission: increased by (b)(4)

2. Increase the funded-through date to 01/01/2016.

**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 page(s) have been added/deleted:****Pages Deleted**

Page H8 (Mod 44)

**Pages Added**

Page H8 (Mod 45)

**D. Accounting and Appropriation Data:****PR 4200567549**

62FP02/6100.2511/62/FC000000/736466.01.08.08.50.1/0/000/2510/62/CASX22015D/361N/8015/160122/1/2: (b)(4)

**PR 4200569889**

62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/SSMX22016D/361N/8016/170122/1/2: (b)(4)

62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/SSMX22016D/361N/8016/170122/2/3: (b)(4)

62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/SSMX22016D/361N/8016/170122/3/4: (b)(4)

62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/SSMX22016D/361N/8016/170122/4/5: (b)(4)

62CS01/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22016D/733B/8016/170115/5/6: (b)(4)

62EO02/6100.2511/62/FC000000/769347.05.08.14.01.0/2/000/2510/62/EXCX22016D/733B/8016/170115/6/7: (b)(4)

62ZP11/6100.2511/62/FC000000/970315.02.01.01.14/000/2510/62/SCEX22016D/389A/8016/170120/7/8: (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 \$12,540,927 is presently available for payment and allotted to this contract.

<b>Funding</b>	<b>Mission</b>	<b>Materials and Supplies</b>	<b>Travel and Training</b>	<b>Total Funding</b>
Previous Amount	(b)(4)			\$17,875,295
This Action				\$ 722,681
New Amount				\$18,597,976

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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
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 1, 2016**.

(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