

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification Number 1		3. EFFECTIVE DATE 08/30/2013	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Ames Research Center Acquisition Division, M/S 241-1 P. O. Box 1 Moffett Field, CA 94035-0001		CODE JAZ: 241-1	7. ADMINISTERED BY (If other than item 6) AnJennette Contreras-Rodriguez anjennette.e.contreras-rodriguez@nasa.gov Building N213, Room 101 M/S 213-13 (650) 604-2147	CODE JAC: 213-13
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC Research and Technology Solutions, LLC (ARTS) 6303 Ivy Lane Suite 130 Greenbelt, MD 20770-6322 Email: sandra.fossett@asrcfederal.com			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNA13AB88C <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 07/24/2013	
CODE 49J93		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 ACKNOWLEDGMENT 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 your 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)

Not applicable

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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 following pages.

Except as provided 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.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6), (b) (4) Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) E.K. Pohl	
15B. CONTRACTOR/OFFEROR (b) (6), (b) (4) (Signature of person authorized to sign)	15C. DATE SIGNED 09/06/2013	16B. UNITED STATES OF AMERICA (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 18 Sep 2013

1. The purpose of this modification is to
 - a. change the cognizant Contracting Officer for the contract; and
 - b. update, add, and delete contract clauses as outlined in paragraph 3 below.
2. The Contracting Officer for the subject contract is changed from Brenda Pohl to AnJennette Contreras-Rodriguez. Please address all correspondence and inquiries to the following address:

NASA/Ames Research Center
 ATTN: AnJennette Contreras-Rodriguez, M/S 213-13
 P. O. Box 1
 Moffett Field, CA 94035-0001

3. Contract clauses are updated, added, or deleted as outlined in the table below.

Clause No.	Date	Title	Description
H.20	N/A	Mandatory Cost Avoidance & Reduction Concept (MCARC)	Delete from H.20 and replace with "RESERVED"
FAR 52.204-10	JUL 2013	Reporting Executive Compensation and First-Tier Subcontract Awards	Delete JUL 2010 version of the clause at I.3 and replace with the word "RESERVED." Incorporate JUL 2013 version of the clause by reference in I.1.1
FAR 52.209-9	JUL 2013	Updates of Publicly Available Information Regarding Responsibility Matters	Incorporate by reference in I.1.1
FAR 52.232-33	JUL 2013	Payment by Electronic Funds Transfer – System for Award Management	Update clause dated OCT 2003 and incorporated by reference in I.1.1
FAR 52.232-39	JUN 2013	Unenforceability of Unauthorized Obligations	Incorporate by reference in I.1.1
NFS 1852.225-74	JUN 2013	Notification Prior to Acquiring Information Technology Systems From Entities Owned, Directed or Subsidized by the People's Republic of China (DEVIATION)	Add text below as I.13

I.13 NFS 1852.225-74 Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China (JUL 2013) (DEVIATION)

(a) Definitions –

"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.

"Entity owned, directed or subsidized by the People's Republic of China" means any organization incorporated under the laws of the People's Republic of China.

"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
 - (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
 - (iii) Services in support of IT systems, such as help desk services; or
 - (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.
- (b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.
- (c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—
- (1) A brief description of the item(s); and
 - (2) Vendor/manufacturer's company name and address;
- (d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

4. All remaining contract terms and conditions remain unchanged.

END OF MODIFICATION 1