

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 5) NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (f/a, street, county, State and ZIP Code) TRINNOVIM, LLC 1220 N FILLMORE ST STE 320 ARLINGTON VA 22201-6502		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 6DJG4 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12HP07C		10B. DATED (SEE ITEM 13) 02/24/2012	

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)

PGP: GMN

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/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 pricing office, appropriation data, 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	Clause 52.243-2 Changes; Cost-Reimbursement (AUG1987)

13. 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)

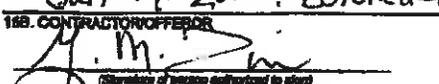
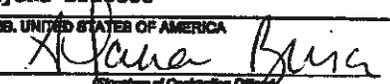
The purpose of this modification is to revise clauses F.4. Instructions - Non Central Receiving and G.12. Financial Management Reporting to update the COTR, Contract Specialist and Resources Analyst.

Accordingly, please see pages 2 and 3.

All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Gail M. Zois, Contract Mgr		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ayana Briscoe	
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/24/2012	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15C. DATE SIGNED 5/1/12

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 28 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. **Clause F.4, INSTRUCTIONS—NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988), is revised to update the COTR and the Contract Specialist as follows:**

Shipment of the items required under this contract shall be to:

Dr. Larry Travis
Contracting Officer's Technical Representative
NASA GSFC Goddard Institute for Space Studies
2880 Broadway
New York, NY 10025
Contract No. NNG12HP07C

Elizabeth Abraham
Contract Specialist
NASA Goddard Space Flight Center
8800 Greenbelt Road
Code 210.5
Greenbelt, MD 20771
Contract No. NNG12HP07C

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD., delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving (Building 16W) may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

2. **Clause G.12, FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (MAR 2011), (b) (2) is revised as follows:**

(b) Supplemental instructions.
(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contract Specialist/Contracting Officer, Code 210.5

NNG12HP07C
Modification #1
Page 3 of 3

E-Mail: Elizabeth.D.Abraham@nasa.gov

Contracting Officer's Technical Representative, Code 611

E-Mail: Larry.D.Travis@nasa.gov

Resources Analyst, Code 611

E-Mail: Jameel.M.Hosein@nasa.gov

Regional Finance Office Cost Team, Code 155

E-Mail: rfocateam@listserv.gsfc.nasa.gov

Administrative Contracting Officer (if delegated)

3. This modification constitutes full and equitable for the above change. The contractor hereby releases the Government from any and all liability under this contract (NNG12HP07C) for equitable adjustments attributed to the facts or circumstances giving rise to this change.
4. All other terms and conditions of the contract remain unchanged.

(END OF MODIFICATION #1)

AMENDMENT OF SOLICITATION/MODIFICATION		CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES					
2. AMENDMENT/MODIFICATION NO. 000008		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable) 1 2					
8. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771		CODE GSFC		7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771		CODE GSFC					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRINNOVIM, LLC 1220 N FILLMORE ST STE 320 ARLINGTON VA 22201-6502				(x) 9A. AMENDMENT OF SOLICITATION NO.							
				9B. DATED (SEE ITEM 11)							
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12HP07C							
				10B. DATED (SEE ITEM 13) 02/24/2012							
CODE 6DJG4		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

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12. ACCOUNTING AND APPROPRIATION DATA (if required)
PGP: GMN

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NASA Prescription 1816.307-70

IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

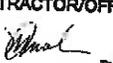
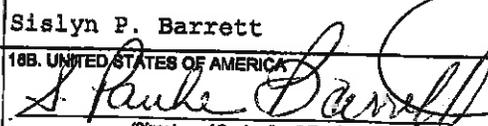
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this bi-lateral modification is to revise clause G.2. - Payment of Fixed Fee to update the payment terms.

Accordingly, please see page 2

All other terms and conditions remain the same.

Continued ...

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.

A. NAME AND TITLE OF SIGNER (Type or print) Mark S. Amole, CFO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sislyn P. Barrett	
B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 03/08/2013	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
		18C. DATE SIGNED 3-8-13	

1. Revise the Payment for fixed fee clause as follows:

FROM – Clause G.2, PAYMENT OF FIXED FEE (NFS 1852.215-75) (DEC 1998): The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

TO – Clause G.2, PAYMENT OF FIXED FEE (NFS 1852.215-75) (DEC 1998): The fixed fee shall be paid in bi-weekly installments based upon the percentage of completion of work as determined by the Contracting Officer

2. This modification constitutes full and equitable for the above change. The contractor hereby releases the Government from any and all liability under this contract (NNG12HP07C) for equitable adjustments attributed to the facts or circumstances giving rise to this change.
3. All other terms and conditions of the contract remain unchanged.

(END OF MODIFICATION #8)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771	CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRINNOVIM, LLC 1220 N FILLMORE ST STE 320 ARLINGTON VA 22201-6502		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 6DJG4 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12HP07C	10B. DATED (SEE ITEM 13) 02/24/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

PGP:GMN / PPC:SB

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Section 516 of the Consolidated and Further Continuing Appropriations Act, 2013, Public Law 113-6

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.)

The purpose of this modification is to incorporate as clause I.20, 1852.225-74 - Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China (JUNE 2013) (DEVIATION), at no additional cost to the Government.

Accordingly, please see Pages 2-3

All other terms and conditions remain the same.

Continued . . .

Except as provided hereof, 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) Gail M. Zois	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sislyn P. Barrett
15B. CONTRACTOR/OFFEROR Gail M. Zois (Signature of person authorized to sign)	15C. DATE SIGNED 6/19/2013
15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 6/24/13 (Signature of Contracting Officer)

Contract Number: NNG12HP07C
Modification 14

The following clause is hereby incorporated into Section I of the contract:

1852.225-74, Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China (JUNE 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)

All other terms and conditions remain the same.

(End of Modification 14)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 3

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 000022 See Block 16C

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE GSFC
 GSFC

NASA/Goddard Space Flight Center Procurement Operations Division Attn: Elizabeth D. Abraham 8800 Greenbelt Road Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

TRINNOVIM, LLC
 1220 N FILLMORE ST STE 320
 ARLINGTON VA 22201-6502

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12HP07C

10B. DATED (SEE ITEM 13) 02/24/2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 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)
 PGP:GMN / EPC:SB

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X NASA Class Deviation to NFS 1842.603(b)(1)(D) as implemented by NASA PIC 14-02 dated March 31, 2014

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.)

The purpose of this modification is to:
 remove NFS 1852.215-87 - SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)
 and replace it with GSFC 52.216-103 SUBMISSION OF VOUCHERS FOR PAYMENT (MAY 2014)
 For further details, please refer to the following pages.
 All other terms and conditions remain the same.

Continued ...

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. Ayana A. Briscoe

15A. NAME AND TITLE OF SIGNER (Type or print) Mark S. Amole, VP 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ayana Briscoe Contracting Officer

15B. CONTRACTOR OFFEROR 15C. DATE SIGNED 06/17/2014 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 6/18/14

1. Delete Clause G.3 1852.216-87, SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998) in its entirety and replace it with the following:

SUBMISSION OF VOUCHERS FOR PAYMENT (GSFC 52.216-103) (MAY 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(3) For interim cost voucher submissions, the vendor shall use the "Cost Voucher" document type in WAWF. In addition, the vendor shall change the contract type to "Non-DoD Contract (FAR)".

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are (*extension fields will not be populated*):

- a. Paying Office Activity Address Code: 803112 (NSSC)
- b. Admin Office Activity Address Code: 803249
- c. Ship To Code: 803250
- d. DCAA DoD Activity Address Code: DCAA Springfield Branch Office
- e. Service Approver DoDAAC: 803249
- f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803249

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

(5) The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
elizabeth.d.abraham@nasa.gov

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov
Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 3952
Fax Number: 1-866-209-5415

- (c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.
- (d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

2. The contractor hereby releases the Government from any and all liability under this contract for equitable adjustments attributable to such facts or circumstances given rise to this action.

3. All other terms and conditions remain unchanged.

(End of Modification)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
 2. AMENDMENT/MODIFICATION NO. 000026
 3. EFFECTIVE DATE
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE GSFC
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 8800 Greenbelt Road
 Greenbelt MD 20771
 7. ADMINISTERED BY (If other than Item 6) CODE GSFC
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 Attn: Mary Ann Bishop/210.5
 Earth Sciences Procurement Office
 Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (Via, street, county, State and ZIP Code)
 TRINNOVIM, LLC
 1220 N FILLMORE ST STE 320
 ARLINGTON VA 22201-6502
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 NNG12HP07C
 10B. DATED (SEE ITEM 13)
 02/24/2012
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 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 51 U.S.C. 20113(a) and 48 CFR Chapter 1
 D. OTHER (Specify type of modification and authority)

8. 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.)

The purpose of this modification is to revise NASA FAR Supplement (NFS) Clause 1852.242-72, Observance of Legal Holidays (Aug 1992) -- Alternate II (Oct 2000), located under Clause H.1 - Section H Clauses Incorporated by Reference.

Accordingly: See Page 2

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)
 Mark S. Amole, VP
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Ayana Briscoe
 15B. CONTRACTING OFFICER
 Digitally signed by Mark S Amole
 DN: cn=Mark S Amole, o=Trinnovim, LLC,
 ou, email=mark@trinnovim.com, c=US
 Date: 2014.02.28 15:04:36, +0000
 15C. DATE SIGNED
 10/28/2014
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 10/29/14

Contract NNG12HP07C

Modification 26

Page 2 of 2

1. The following paragraph (g) is hereby added to NFS Clause 1852.242-72, Observance of Legal Holidays (Aug 1992) -- Alternate II (Oct 2000), located under Clause H.1 Section H Clauses Incorporated by Reference:

"(g)(1) If the Contractor or some or all of its employees were determined to be "non-excepted" during the government shutdown from October 1, 2013 through October 16, 2013, and (2) the Contractor directed or authorized its employees to record wages and salaries as either paid leave or leave without pay for all or a portion of the government shutdown period, and (3) for each employee for which the Contractor seeks reimbursement, the Contractor confirms that the employee was not otherwise scheduled to take leave for reasons unrelated to the government shutdown period, then the Contractor may make retroactive adjustments to their records as necessary for such non-excepted onsite employees for the period of the government shutdown, to revise such paid leave or leave without pay to an administrative leave category. Such adjustments are for the purpose of ensuring that costs incurred for such adjustments shall be without loss to the contractor. No reimbursement shall take place until the contractor demonstrates that it has actually incurred costs."

2. The contractor acknowledges that this action and modification to the NASA Observance of Legal Holiday Clause (Alternate II) is a one-time occurrence, and is not precedent for any future furlough or other work stoppage, or any instance in which the Observance of Legal Holiday Alternate II clause or any other clause may or may not be relevant in determining a contractor's ability to recover. This action is not authority for recovery for wages and salaries for periods other than the October 2013 shutdown.
3. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES 1 / 2
 2. AMENDMENT/MODIFICATION NO. 000026 3. EFFECTIVE DATE _____ 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE GSFC 7. ADMINISTERED BY (If other than Item 6) CODE GSFC
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 8800 Greenbelt Road
 Greenbelt MD 20771
 NASA/Goddard Space Flight Center
 Procurement Operations Division
 Attn: Mary Ann Bishop/210.5
 Earth Sciences Procurement Office
 Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
TRINNOVIM, LLC
1220 N FILMORE ST STE 320
ARLINGTON VA 22201-6502
 CODE 6DJG4 FACILITY CODE _____
 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT ORDER NO. NNG12HP07C
 10B. DATED (SEE ITEM 13) 02/24/2012

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 covering 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 51 U.S.C. 20113(a) and 48 CFR Chapter 1
 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.)

The purpose of this modification is to revise NASA FAR Supplement (NFS) Clause 1852.242-72, Observance of Legal Holidays (Aug 1992) -- Alternate II (Oct 2000), located under Clause H.1 - Section H Clauses Incorporated by Reference.

Accordingly: See Page 2

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.

16A. NAME AND TITLE OF SIGNER (Type or print) Mark S. Amole, VP 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ayana BrisGoe
 16B. CONTRACTING OFFICER [Signature] 16B. UNITED STATES OF AMERICA [Signature]
 16C. DATE SIGNED 10/28/2014 16C. DATE SIGNED 10/29/14

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000027	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division 8800 Greenbelt Road Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Code 210.5 Earth Sciences Procurement Office Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRINNOVIM, LLC 1220 N FILLMORE ST STE 320 ARLINGTON VA 22201-6502		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6DJG4 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12HP07C	
		10B. DATED (SEE ITEM 13) 02/24/2012	

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)
N/A

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.
X	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)

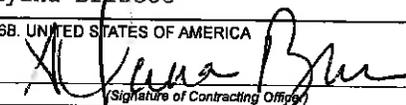
E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is revise applicable contract clauses to reflect the change in the Contracting Officer's Representative (COR) from Larry Travis to Emily Michaud and also to reflect the change in contract administration from Elizabeth Abraham to Russellyn Hart.

Accordingly:

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) Ayana Briscoe	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/13/14

1. **Clause F.4, INSTRUCTIONS—NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)**, is revised to update the Contracting Officer's Representative (COR) and the Contract Specialist as follows:

From: Dr. Larry Travis
To: Dr. Emily Michaud
Contracting Officer's Representative
NASA GSFC Goddard Institute for Space Studies
2880 Broadway
New York, NY 10025
Contract No. NNG12HP07C

From: Elizabeth Abraham
To: Russel Lynn Hart
Contract Specialist
NASA Goddard Space Flight Center
8800 Greenbelt Road
Code 210.5
Greenbelt, MD 20771
Contract No. NNG12HP07C

2. **Clause G.12, FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (MAR 2011)**, (b)(2) is revised to update the Contract Specialist and Contracting Officer's Representative as follows:

Contract Specialist/Contracting Officer, Code 210.5

From: E-Mail: Elizabeth.D.Abraham@nasa.gov

To: E-Mail: Russel Lynn.hart-1@nasa.gov

Contracting Officer's Technical Representative, Code 611

From: E-Mail: Larry.D.Travis@nasa.gov

To: E-Mail: Emily.Michaud@nasa.gov

3. **Clause G.3, SUBMISSION OF VOUCHERS FOR PAYMENT (GSFC 52.216-103) (MAY 2014)**, (a)(5) is revised to update the e-mail address as follows:

(a)(5) The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

From: elizabeth.d.abraham@nasa.gov

To: Russel Lynn.hart-1@nasa.gov

NNG12HP07C
Modification #27
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4. All other terms and conditions remain unchanged.