

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO 5. PROJECT NO (If applicable)
1 See Block 16C 4200281303

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

NASA/Goddard Space Flight Center
Procurement Operations Division
Mission Enabling Procurement Office
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Procurement Operations Division
Mission Enabling Procurement Office
Greenbelt MD 20771

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
SGT, INC.
7701 GREENBELT RD STE 400
GREENBELT MD 20770-0521

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO
NNG12CR31C

10B. DATED (SEE ITEM 13)
05/31/2012

CODE 1DDX3 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)

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.
 - 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 Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to revise contract funding allotment date.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			8/21/12
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/1

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Contract Funding is revised as follows:</p> <p>(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ [REDACTED]. This allotment is for cost and covers the following estimated period of performance: June 1, 2012 through September 17, 2012.</p> <p>(b) An additional amount of \$ [REDACTED] is obligated under this contract for payment of fee.</p> <p>End of Modification 1 Payment Terms: Net 30 days</p> <p><i># 1M allotted in base contract.</i></p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 2 See Block 16C 4200450584

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

NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771

NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C (x)

10B. DATED (SEE ITEM 13) 05/31/2012

CODE 1DDX3 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: \$2,000,000.00
 See Page 2

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 Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Antwan G. Reid

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 9/5/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/2

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																								
A. Contract Funding is revised as follows:																													
<table border="0"> <tr> <td></td> <td style="text-align: center;">FROM</td> <td style="text-align: center;">BY</td> <td style="text-align: center;">TO</td> <td colspan="2"></td> </tr> <tr> <td>Cost</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td colspan="2"></td> </tr> <tr> <td>Fee</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td colspan="2"></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$1,000,000</td> <td style="text-align: right;">\$2,000,000</td> <td style="text-align: right;">\$3,000,000</td> <td colspan="2"></td> </tr> </table>							FROM	BY	TO			Cost	██████████	██████████	██████████			Fee	██████████	██████████	██████████			Total	\$1,000,000	\$2,000,000	\$3,000,000		
	FROM	BY	TO																										
Cost	██████████	██████████	██████████																										
Fee	██████████	██████████	██████████																										
Total	\$1,000,000	\$2,000,000	\$3,000,000																										
The current allotment of funds will cover performance from the effective date of the contract through November 1, 2012.																													
B. Accounting and Appropriation Data is revised as follows:																													
<table border="0"> <tr> <td>Purchase Document #</td> <td style="text-align: right;">Amount</td> <td colspan="4"></td> </tr> <tr> <td>4200450584</td> <td style="text-align: right;">\$2,000,000</td> <td colspan="4"></td> </tr> <tr> <td></td> <td style="text-align: right;">Total: \$2,000,000</td> <td colspan="4"></td> </tr> </table>						Purchase Document #	Amount					4200450584	\$2,000,000						Total: \$2,000,000										
Purchase Document #	Amount																												
4200450584	\$2,000,000																												
	Total: \$2,000,000																												
C. All other terms and conditions of the contract remain unchanged.																													
End of Modification 2																													
Payment Terms: Net 30 days FOB: Destination																													

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

3 See Block 16C
4200451601

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

GSFC GSFC
NASA/Goddard Space Flight Center
Procurement Operations Division
Mission Enabling Procurement Office
Greenbelt MD 20771

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

SGT, INC.
7701 GREENBELT RD STE 400
GREENBELT MD 20770-6521

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG12CR31C

10B. DATED (SEE ITEM 13)
05/31/2012

CODE 1DDX3 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 Page 2 Net Increase: \$138,000.00

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 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 Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			9/12/12
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/3

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																
A. Contract Funding is revised as follows:	<table border="0"> <tr> <td></td> <td style="text-align: center;">FROM</td> <td style="text-align: center;">BY</td> <td style="text-align: center;">TO</td> </tr> <tr> <td>Cost</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> </tr> <tr> <td>Fee</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">\$3,000,000</td> <td style="text-align: center;">\$138,000</td> <td style="text-align: center;">\$3,138,000</td> </tr> </table>		FROM	BY	TO	Cost	██████████	██████████	██████████	Fee	██████████	██████████	██████████	Total	\$3,000,000	\$138,000	\$3,138,000				
	FROM	BY	TO																		
Cost	██████████	██████████	██████████																		
Fee	██████████	██████████	██████████																		
Total	\$3,000,000	\$138,000	\$3,138,000																		
	<p>The current allotment of funds will cover performance from the effective date of the contract through November 1, 2012.</p>																				
B. Accounting and Appropriation Data is revised as follows:	<table border="0"> <tr> <td>Purchase Document #</td> <td style="text-align: right;">Amount</td> </tr> <tr> <td>4200451601</td> <td style="text-align: right;">\$138,000</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$138,000</td> </tr> </table>	Purchase Document #	Amount	4200451601	\$138,000	Total: \$138,000															
Purchase Document #	Amount																				
4200451601	\$138,000																				
Total: \$138,000																					
C. All other terms and conditions of the contract remain unchanged.																					
End of Modification 3																					
Payment Terms: Net 30 days FOB: Destination																					

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 4
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 4200452608
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
Mission Enabling Procurement Office
Greenbelt MD 20771

NASA/Goddard Space Flight Center
Procurement Operations Division
Mission Enabling Procurement Office
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
SGT, INC.
7701 GREENBELT RD STE 400
GREENBELT MD 20770-6521

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG12CR31C

10B. DATED (SEE ITEM 13)
05/31/2012

CODE 1DDX3 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 Page 2 Net Increase: \$850,000.00

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 charges 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 Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			9/18/12
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/4

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 20%; text-align: center;">FROM</td> <td style="width: 20%; text-align: center;">BY</td> <td style="width: 20%; text-align: center;">TO</td> <td style="width: 10%;"></td> </tr> <tr> <td>Cost</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$3,138,000</td> <td style="text-align: right;">\$850,000</td> <td style="text-align: right;">\$3,988,000</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through November 20, 2012.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%; text-align: right;">Amount</td> </tr> <tr> <td>4200452608</td> <td style="text-align: right;">\$850,000</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$850,000</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 4 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost	[REDACTED]	[REDACTED]	[REDACTED]		Fee	[REDACTED]	[REDACTED]	[REDACTED]		Total	\$3,138,000	\$850,000	\$3,988,000		Purchase Document #	Amount	4200452608	\$850,000	Total: \$850,000					
	FROM	BY	TO																												
Cost	[REDACTED]	[REDACTED]	[REDACTED]																												
Fee	[REDACTED]	[REDACTED]	[REDACTED]																												
Total	\$3,138,000	\$850,000	\$3,988,000																												
Purchase Document #	Amount																														
4200452608	\$850,000																														
Total: \$850,000																															

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 5
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. 4200455372
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
Mission Enabling Procurement Office
Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
SGT, INC.
7701 GREENBELT RD STE 400
GREENBELT MD 20770-6521

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNG12CR31C

10B. DATED (SEE ITEM 13)
05/31/2012

CODE 1DDX3 FACILITY CODE

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Page 2 Net Increase: \$4,203,029.00

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
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 - D. OTHER (Specify type of modification and authority)
X Unilateral; Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Antwan G. Reid
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
15B. UNITED STATES OF AMERICA
16C. DATE SIGNED
10/18/2012
(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/5

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																												
	<p>A. Contract Funding is revised as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 20%; text-align: center;">FROM</td> <td style="width: 20%; text-align: center;">BY</td> <td style="width: 20%; text-align: center;">TO</td> <td></td> </tr> <tr> <td>Cost</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$3,988,000</td> <td style="text-align: right;">\$4,203,029</td> <td style="text-align: right;">\$8,191,029</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through January 15, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%;">Amount</td> </tr> <tr> <td>4200455372</td> <td style="text-align: right;">\$4,353,029</td> </tr> <tr> <td>4200452608</td> <td style="text-align: right;">(\$150,000)</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$4,203,029</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 5 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost	[REDACTED]	[REDACTED]	[REDACTED]		Fee	[REDACTED]	[REDACTED]	[REDACTED]		Total	\$3,988,000	\$4,203,029	\$8,191,029		Purchase Document #	Amount	4200455372	\$4,353,029	4200452608	(\$150,000)	Total:	\$4,203,029				
	FROM	BY	TO																														
Cost	[REDACTED]	[REDACTED]	[REDACTED]																														
Fee	[REDACTED]	[REDACTED]	[REDACTED]																														
Total	\$3,988,000	\$4,203,029	\$8,191,029																														
Purchase Document #	Amount																																
4200455372	\$4,353,029																																
4200452608	(\$150,000)																																
Total:	\$4,203,029																																

2. AMENDMENT/MODIFICATION NO. 6	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 Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NNG12CR31C 10B. DATED (SEE ITEM 13) 05/31/2012
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CODE 1DDX3	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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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:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 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 (1) incorporate the IT Security Management Plan into the contract, and (2) correct the date of Attachment D, DD Form 254 Contract Security Classification Specification.

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) 	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 	16C. DATE SIGNED 11/02/12

NNG12CR31C
Modification No. 6

A. Clause J.1 LIST OF ATTACHMENTS is revised to the following:

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work	4/20/2011	64
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	4/12/2012	[REDACTED]
C	Financial Management Reporting Requirement	1/31/2012	5
D	DD Form 254 Contract Security Classification Specification	5/01/2012	3
E	Safety and Health Plan	4/12/2012	[REDACTED]
F	Quality Assurance Plan	4/12/2012	[REDACTED]
G	IT Security Management Plan	8/03/2012	[REDACTED]
H	Organizational Conflicts of Interest (OCI) Avoidance Plan	4/12/2012	[REDACTED]
I	Contract Historical Data	03/30/11	2
J	Personal Identity Verification (PIV) Procedures	2/11/2011	4
K	Small Business Subcontracting Plan	4/12/2012	[REDACTED]
L	IT Security Applicable Documents List (ADL)	1/31/2012	4

(End of Clause)

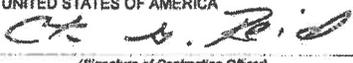
B. All other terms and conditions of the contract remain unchanged.

End of Modification No. 6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200458621	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1DDX3 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	10B. DATED (SEE ITEM 13) 05/31/2012	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 Page 2		Net Increase:		\$4,410,000.00
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	Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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 to obligate funding to the contract.				

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/19/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/7

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																														
	<p>A. Contract Funding is revised as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"></td> <td style="width: 20%; text-align: center;">FROM</td> <td style="width: 20%; text-align: center;">BY</td> <td style="width: 20%; text-align: center;">TO</td> <td style="width: 25%;"></td> </tr> <tr> <td>Cost</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$8,191,029</td> <td style="text-align: right;">\$4,410,000</td> <td style="text-align: right;">\$12,601,029</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through February 15, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%; text-align: right;">Amount</td> </tr> <tr> <td>4200458621</td> <td style="text-align: right;">\$4,410,000</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$4,410,000</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 7 Payment Terms: Net 30 days FOB: Destination</p>						FROM	BY	TO		Cost	[REDACTED]	[REDACTED]	[REDACTED]		Fee	[REDACTED]	[REDACTED]	[REDACTED]		Total	\$8,191,029	\$4,410,000	\$12,601,029		Purchase Document #	Amount	4200458621	\$4,410,000	Total: \$4,410,000					
	FROM	BY	TO																																
Cost	[REDACTED]	[REDACTED]	[REDACTED]																																
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4200458621	\$4,410,000																																		
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2

2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200461122	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C
	10B. DATED (SEE ITEM 13) 05/31/2012

CODE 1DDX3	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: \$15,090,701.00
See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/18/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/8

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																														
	<p>A. Contract Funding is revised as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;">FROM</td> <td style="width: 20%; text-align: center;">BY</td> <td style="width: 20%; text-align: center;">TO</td> <td style="width: 20%;"></td> </tr> <tr> <td>Cost</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$12,601,029</td> <td style="text-align: right;">\$15,090,701</td> <td style="text-align: right;">\$27,691,730</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through May 10, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%; text-align: right;">Amount</td> </tr> <tr> <td>4200461122</td> <td style="text-align: right;">\$15,090,701</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$15,090,701</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 8 Payment Terms: Net 30 days FOB: Destination</p>						FROM	BY	TO		Cost	[REDACTED]	[REDACTED]	[REDACTED]		Fee	[REDACTED]	[REDACTED]	[REDACTED]		Total	\$12,601,029	\$15,090,701	\$27,691,730		Purchase Document #	Amount	4200461122	\$15,090,701	Total:	\$15,090,701				
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
9	See Block 16C	4200463174		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	GSFC
NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771		NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	NNG12CR31C	
		10B. DATED (SEE ITEM 13)	05/31/2012	
CODE	1DDX3	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: \$6,410,892.08
See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Antwan G. Reid</i> (Signature of Contracting Officer)	11/16/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/9

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																						
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td>FROM</td> <td>BY</td> <td>TO</td> </tr> <tr> <td>Cost</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Fee</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Total</td> <td>\$27,691,730</td> <td>\$6,410,892.08</td> <td>\$34,102,622.08</td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through May 25, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td>Amount</td> </tr> <tr> <td>4200463174</td> <td>\$6,410,892.08</td> </tr> <tr> <td colspan="2">Total: \$6,410,892.08</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 9 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO	Cost	[REDACTED]	[REDACTED]	[REDACTED]	Fee	[REDACTED]	[REDACTED]	[REDACTED]	Total	\$27,691,730	\$6,410,892.08	\$34,102,622.08	Purchase Document #	Amount	4200463174	\$6,410,892.08	Total: \$6,410,892.08					
	FROM	BY	TO																								
Cost	[REDACTED]	[REDACTED]	[REDACTED]																								
Fee	[REDACTED]	[REDACTED]	[REDACTED]																								
Total	\$27,691,730	\$6,410,892.08	\$34,102,622.08																								
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4200463174	\$6,410,892.08																										
Total: \$6,410,892.08																											

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200466289	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1DDX3 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	
		10B. DATED (SEE ITEM 13) 05/31/2012	

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) Net Increase: \$2,033,832.47
See Page 2

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	Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 2/19/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNG12CR31C/10

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">FROM</td> <td style="text-align: center;">BY</td> <td style="text-align: center;">TO</td> <td></td> </tr> <tr> <td>Cost</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td>\$34,102,622.08</td> <td>\$2,033,832.47</td> <td>\$36,136,454.55</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through May 27, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td style="text-align: center;">Amount</td> </tr> <tr> <td>4200466289</td> <td style="text-align: right;">\$2,033,832.47</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$2,033,832.47</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 10 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost	[REDACTED]	[REDACTED]	[REDACTED]		Fee	[REDACTED]	[REDACTED]	[REDACTED]		Total	\$34,102,622.08	\$2,033,832.47	\$36,136,454.55		Purchase Document #	Amount	4200466289	\$2,033,832.47	Total: \$2,033,832.47					
	FROM	BY	TO																												
Cost	[REDACTED]	[REDACTED]	[REDACTED]																												
Fee	[REDACTED]	[REDACTED]	[REDACTED]																												
Total	\$34,102,622.08	\$2,033,832.47	\$36,136,454.55																												
Purchase Document #	Amount																														
4200466289	\$2,033,832.47																														
Total: \$2,033,832.47																															

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
11	See Block 16C	4200466289		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE	GSFC
NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771		NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.		
SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	NNG12CR31C	
		10B. DATED (SEE ITEM 13)	05/31/2012	
CODE	1DDX3	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 Decrease:	-\$52,720.00	
See Page 2				
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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)			
E. IMPORTANT:	Contractor	<input type="checkbox"/> is not.	<input checked="" type="checkbox"/> is required to sign this document and return	3 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 deobligate funding on the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted]		Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[Redacted]	3/12/13	CH. G. Reid	3/12/13
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/11

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td>FROM</td> <td>BY</td> <td>TO</td> <td></td> </tr> <tr> <td>Cost</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td>\$36,136,454.55</td> <td>(\$52,720.00)</td> <td></td> <td>\$36,083,734.55</td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through May 27, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td>Amount</td> </tr> <tr> <td>4200466289</td> <td>(\$52,720.00)</td> </tr> <tr> <td colspan="2">Total: (\$52,720.00)</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 11</p> <p>Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost	[REDACTED]	[REDACTED]	[REDACTED]		Fee	[REDACTED]	[REDACTED]	[REDACTED]		Total	\$36,136,454.55	(\$52,720.00)		\$36,083,734.55	Purchase Document #	Amount	4200466289	(\$52,720.00)	Total: (\$52,720.00)					
	FROM	BY	TO																												
Cost	[REDACTED]	[REDACTED]	[REDACTED]																												
Fee	[REDACTED]	[REDACTED]	[REDACTED]																												
Total	\$36,136,454.55	(\$52,720.00)		\$36,083,734.55																											
Purchase Document #	Amount																														
4200466289	(\$52,720.00)																														
Total: (\$52,720.00)																															

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200468482	5. PROJECT NO. (if applicable)
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6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C
		10B. DATED (SEE ITEM 13) 05/31/2012

CODE 1DDX3	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 Page 2	Net Increase:	\$12,156,379.00
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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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 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 obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Antwan G. Reid (Signature of Contracting Officer)	16C. DATE SIGNED 3/14/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNG12CR31C/12

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">FROM</td> <td style="text-align: center;">BY</td> <td style="text-align: center;">TO</td> <td></td> </tr> <tr> <td>Cost</td> <td colspan="3" style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td colspan="3" style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$36,083,734.55</td> <td style="text-align: right;">\$12,156,379.00</td> <td style="text-align: right;">\$48,240,113.55</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through July 18, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td style="text-align: right;">Amount</td> </tr> <tr> <td>4200468482</td> <td style="text-align: right;">\$12,156,379.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$12,156,379.00</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 12 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost	[REDACTED]				Fee	[REDACTED]				Total	\$36,083,734.55	\$12,156,379.00	\$48,240,113.55		Purchase Document #	Amount	4200468482	\$12,156,379.00	Total: \$12,156,379.00					
	FROM	BY	TO																												
Cost	[REDACTED]																														
Fee	[REDACTED]																														
Total	\$36,083,734.55	\$12,156,379.00	\$48,240,113.55																												
Purchase Document #	Amount																														
4200468482	\$12,156,379.00																														
Total: \$12,156,379.00																															

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200471027	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1DDX3	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	10B. DATED (SEE ITEM 13) 05/31/2012

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) Net Increase: \$9,151,655.00
 See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Antwan G. Reid</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/8/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/13

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td>FROM</td> <td>BY</td> <td>TO</td> <td></td> </tr> <tr> <td>Cost \$</td> <td colspan="4">[REDACTED]</td> </tr> <tr> <td>Fee</td> <td colspan="4">[REDACTED]</td> </tr> <tr> <td>Total</td> <td>\$48,240,113.55</td> <td>\$9,151,655.00</td> <td>\$57,391,768.55</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through August 30, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td>Amount</td> </tr> <tr> <td>4200471027</td> <td>\$9,151,655.00</td> </tr> <tr> <td colspan="2">Total: \$9,151,655.00</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 13 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost \$	[REDACTED]				Fee	[REDACTED]				Total	\$48,240,113.55	\$9,151,655.00	\$57,391,768.55		Purchase Document #	Amount	4200471027	\$9,151,655.00	Total: \$9,151,655.00					
	FROM	BY	TO																												
Cost \$	[REDACTED]																														
Fee	[REDACTED]																														
Total	\$48,240,113.55	\$9,151,655.00	\$57,391,768.55																												
Purchase Document #	Amount																														
4200471027	\$9,151,655.00																														
Total: \$9,151,655.00																															

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200472943	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 Mission Enabling Procurement Office Greenbelt MD 20771	NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521 CODE 1DDX3 FACILITY CODE	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C 10B. DATED (SEE ITEM 13) 05/31/2012
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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 Page 2	Net Increase:	\$709,800.00
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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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid		
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	18C. DATE SIGNED 4/22/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/14

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																						
	<p>1. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td>FROM</td> <td>BY</td> <td>TO</td> </tr> <tr> <td>Cost</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Fee</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Total</td> <td>\$57,391,768.55</td> <td>\$709,800.00</td> <td>\$58,101,568.55</td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through August 30, 2013.</p> <p>2. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td>Amount</td> </tr> <tr> <td>4200472943</td> <td>\$709,800.00</td> </tr> <tr> <td colspan="2">Total: \$709,800.00</td> </tr> </table> <p>3. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 14 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO	Cost	[REDACTED]	[REDACTED]	[REDACTED]	Fee	[REDACTED]	[REDACTED]	[REDACTED]	Total	\$57,391,768.55	\$709,800.00	\$58,101,568.55	Purchase Document #	Amount	4200472943	\$709,800.00	Total: \$709,800.00					
	FROM	BY	TO																								
Cost	[REDACTED]	[REDACTED]	[REDACTED]																								
Fee	[REDACTED]	[REDACTED]	[REDACTED]																								
Total	\$57,391,768.55	\$709,800.00	\$58,101,568.55																								
Purchase Document #	Amount																										
4200472943	\$709,800.00																										
Total: \$709,800.00																											

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200473540	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1DDX3 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	
		10B. DATED (SEE ITEM 13) 05/31/2012	

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) Net Increase: \$2,757,932.35
See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/13/13
(Signature of person authorized to sign)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/15

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)												
A. Contract Funding is revised as follows:																	
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 20%; text-align: center;">FROM</td> <td style="width: 20%; text-align: center;">BY</td> <td style="width: 20%; text-align: center;">TO</td> <td colspan="2"></td> </tr> </table>							FROM	BY	TO								
	FROM	BY	TO														
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Cost</td> <td colspan="4" style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td colspan="4" style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> </table>						Cost	[REDACTED]					Fee	[REDACTED]				
Cost	[REDACTED]																
Fee	[REDACTED]																
Total \$58,101,568.55 \$2,757,932.35 \$60,859,500.90																	
The current allotment of funds will cover performance from the effective date of the contract through August 22, 2013.																	
B. Accounting and Appropriation Data is revised as follows:																	
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%; text-align: right;">Amount</td> </tr> <tr> <td>4200473540</td> <td style="text-align: right;">\$2,757,932.35</td> </tr> </table>						Purchase Document #	Amount	4200473540	\$2,757,932.35								
Purchase Document #	Amount																
4200473540	\$2,757,932.35																
Total: \$2,757,932.35																	
C. All other terms and conditions of the contract remain unchanged.																	
<p>End of Modification 15 Payment Terms: Net 30 days FOB: Destination</p>																	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2

2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200475595	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C
	10B. DATED (SEE ITEM 13) 05/31/2012
CODE 1DDX3	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 Page 2	Net Increase:	\$1,340,929.88
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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	Unilateral: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antvan G. Reid
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 5/22/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/16

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td>FROM</td> <td>BY</td> <td>TO</td> <td></td> </tr> <tr> <td>Cost \$</td> <td colspan="4">[REDACTED]</td> </tr> <tr> <td>Fee</td> <td colspan="4">[REDACTED]</td> </tr> <tr> <td>Total</td> <td>\$60,859,500.90</td> <td>\$1,340,929.88</td> <td>\$62,200,430.78</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through August 29, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td>Amount</td> </tr> <tr> <td>4200475596</td> <td>\$1,340,929.88</td> </tr> <tr> <td colspan="2">Total: \$1,340,929.88</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 16 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost \$	[REDACTED]				Fee	[REDACTED]				Total	\$60,859,500.90	\$1,340,929.88	\$62,200,430.78		Purchase Document #	Amount	4200475596	\$1,340,929.88	Total: \$1,340,929.88					
	FROM	BY	TO																												
Cost \$	[REDACTED]																														
Fee	[REDACTED]																														
Total	\$60,859,500.90	\$1,340,929.88	\$62,200,430.78																												
Purchase Document #	Amount																														
4200475596	\$1,340,929.88																														
Total: \$1,340,929.88																															

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2

2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200477536	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C
CODE 1DDX3	FACILITY CODE	10B. DATED (SEE ITEM 13) 05/31/2012

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 Page 2	Net Increase:	\$5,602,000.00
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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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 6/5/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/17

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																										
	<p>A. Contract Funding is revised as follows:</p> <table border="0"> <tr> <td></td> <td style="text-align: center;">FROM</td> <td style="text-align: center;">BY</td> <td style="text-align: center;">TO</td> <td></td> </tr> <tr> <td>Cost</td> <td colspan="3" style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Fee</td> <td colspan="3" style="background-color: black; color: black;">[REDACTED]</td> <td></td> </tr> <tr> <td>Total</td> <td>\$62,200,430.78</td> <td>\$5,602,000.00</td> <td>\$67,802,430.78</td> <td></td> </tr> </table> <p>The current allotment of funds will cover performance from the effective date of the contract through September 9, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td style="text-align: right;">Amount</td> </tr> <tr> <td>4200477536</td> <td style="text-align: right;">\$5,602,000.00</td> </tr> <tr> <td></td> <td style="text-align: right;">Total: \$5,602,000.00</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 17 Payment Terms: Net 30 days FOB: Destination</p>		FROM	BY	TO		Cost	[REDACTED]				Fee	[REDACTED]				Total	\$62,200,430.78	\$5,602,000.00	\$67,802,430.78		Purchase Document #	Amount	4200477536	\$5,602,000.00		Total: \$5,602,000.00				
	FROM	BY	TO																												
Cost	[REDACTED]																														
Fee	[REDACTED]																														
Total	\$62,200,430.78	\$5,602,000.00	\$67,802,430.78																												
Purchase Document #	Amount																														
4200477536	\$5,602,000.00																														
	Total: \$5,602,000.00																														

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 18	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 Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(x) 9A. AMENDMENT OF SOLICITATION NO	9B. DATED (SEE ITEM 11)	
CODE 1DDX3 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT ORDER NO NNG12CR31C	10B. DATED (SEE ITEM 13) 05/31/2012	

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 RECAPITULATES 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

14. 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 to incorporate the NASA FAR Supplement clause 1852.225-74, Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China, into the contract.

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) [Redacted]	15B. DATE SIGNED 5/18/13	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid	16B. UNITED STATES OF AMERICA [Signature of Contracting Officer]	16C. DATE SIGNED 6/18/13
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NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Section I - Contract Clauses is revised to incorporate the following:</p> <p>I.126 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)</p> <p>(a) Definitions -</p> <p>"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.</p> <p>"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.</p> <p>"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-</p> <p>(i) Systems acquired by a contractor incidental to a contract;</p> <p>(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;</p> <p>(iii) Services in support of IT systems, such as help desk services; or</p> <p>(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</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR

SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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.</p> <p>(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.</p> <p>(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-</p> <ul style="list-style-type: none"> (1) A brief description of the item(s); and (2) Vendor/manufacturer's company name and address; <p>(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.</p> <p style="text-align: center;">(End of clause)</p> <p>B. All other terms and conditions of the contract remain unchanged.</p> <p style="text-align: center;">End of Modification 18</p> <p>Payment Terms: Net 30 days</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200473822	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(x) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C		
		10B. DATED (SEE ITEM 13) 05/31/2012		
CODE 1DDX3	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: \$2,780,005.09
See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Antwan G. Reid	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		<i>Antwan G. Reid</i> (Signature of Contracting Officer)	6/18/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/19

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)						
	<p>A. Contract Funding is revised as follows:</p> <p style="text-align: center;">FROM BY TO</p> <p>Cost [REDACTED]</p> <p>Fee [REDACTED]</p> <p>Total \$67,802,430.78 \$2,780,005.09 \$70,582,435.87</p> <p>The current allotment of funds will cover performance from the effective date of the contract through September 15, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%; text-align: right;">Amount</td> </tr> <tr> <td>4200478822</td> <td style="text-align: right;">\$2,780,005.09</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$2,780,005.09</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 19</p> <p>Payment Terms: Net 30 days FCB: Destination</p>	Purchase Document #	Amount	4200478822	\$2,780,005.09	Total: \$2,780,005.09					
Purchase Document #	Amount										
4200478822	\$2,780,005.09										
Total: \$2,780,005.09											

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200480035	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1DDX3 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	10B. DATED (SEE ITEM 13) 05/31/2012	

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) Net Increase: \$3,373,344.00
See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Antwan G. Reid</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/16/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/20

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NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>A. Contract Funding is revised as follows:</p> <p>FROM BY TO</p> <p>Cost [REDACTED]</p> <p>Fee [REDACTED]</p> <p>Total \$70,582,435.87 \$3,373,344.00 \$73,955,779.87</p> <p>The current allotment of funds will cover performance from the effective date of the contract through September 25, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table border="0"> <tr> <td>Purchase Document #</td> <td>Amount</td> </tr> <tr> <td>4200480035</td> <td>\$3,383,344.00</td> </tr> <tr> <td>4200473540</td> <td>(\$10,000.00)</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$3,373,344.00</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 20 Payment Terms: Net 30 days FCB: Destination</p>	Purchase Document #	Amount	4200480035	\$3,383,344.00	4200473540	(\$10,000.00)	Total: \$3,373,344.00					
Purchase Document #	Amount												
4200480035	\$3,383,344.00												
4200473540	(\$10,000.00)												
Total: \$3,373,344.00													

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200483804	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE	GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1DDX3	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	10B. DATED (SEE ITEM 13) 05/31/2012	

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) Net Increase: \$308,770.18
 See Page 2

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: Clause 52.232-22 LIMITATION OF FUNDS (APR 1984)

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 to obligate funding to the contract.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Antwan G. Reid		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/29/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG12CR31C/21

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NAME OF OFFEROR OR CONTRACTOR
SGT, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)						
	<p>A. Contract Funding is revised as follows:</p> <p style="text-align: center;">FROM BY TO</p> <p>Cost \$ [REDACTED] Fee [REDACTED] Total \$73,955,779.87 \$308,770.18 \$74,264,550.05</p> <p>The current allotment of funds will cover performance from the effective date of the contract through September 26, 2013.</p> <p>B. Accounting and Appropriation Data is revised as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Purchase Document #</td> <td style="width: 40%; text-align: right;">Amount</td> </tr> <tr> <td>4200483804</td> <td style="text-align: right;">\$308,770.18</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: \$308,770.18</td> </tr> </table> <p>C. All other terms and conditions of the contract remain unchanged.</p> <p>End of Modification 21 Payment Terms: Net 30 days FOB: Destination</p>	Purchase Document #	Amount	4200483804	\$308,770.18	Total: \$308,770.18					
Purchase Document #	Amount										
4200483804	\$308,770.18										
Total: \$308,770.18											

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 17
2. AMENDMENT/MODIFICATION NO 22	3. EFFECTIVE DATE See Block 16C	4. REDUCTION/PURCHASE REQ NO N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Mission Enabling Procurement Office Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (City, State and ZIP Code) SGT, INC. 7701 GREENBELT RD STE 400 GREENBELT MD 20770-6521		9A. AMENDMENT OF SOLICITATION NO. 60	9B. DATED (SEE ITEM 11)
CODE 1DDK3 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG12CR31C	10B. DATED (SEE ITEM 13) 05/31/2012
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 10, 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 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 paying office, appropriation code, 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: Mutual Agreement		
14. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 3 _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to (1) incorporate the updated DD Form 254 Contract Security Classification Specification (Revision 1), (2) update contract clauses, and (3) incorporate FAR clauses 52.204-13, System for Award Management Maintenance, and 52.232-39, Unenforceability of Unauthorized Obligations.			
Except as provided herein, all terms and conditions of the documents referenced in item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted]		Antwan G. Reid	
15C. DATE SIGNED		15B. UNITED STATES OF AMERICA	
8/5/13		[Signature]	
15C. DATE SIGNED		16C. DATE SIGNED	
8/5/13		8/6/13	

A. Clause J.1 LIST OF ATTACHMENTS is revised to the following:

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work	4/20/2011	64
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	4/12/2012	
C	Financial Management Reporting Requirement	1/31/2012	5
D	DD Form 254 Contract Security Classification Specification Revision 1	5/15/2013	15
E	Safety and Health Plan	4/12/2012	
F	Quality Assurance Plan	4/12/2012	
G	IT Security Management Plan	8/03/2012	
H	Organizational Conflicts of Interest (OCI) Avoidance Plan	4/12/2012	
I	Contract Historical Data	03/30/11	2
J	Personal Identity Verification (PIV) Procedures	2/11/2011	4
K	Small Business Subcontracting Plan	4/12/2012	
L	IT Security Applicable Documents List (ADL)	1/31/2012	4

(End of Clause)

B. The following contract clauses are hereby updated:

H.15 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)

(a) The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. The objective of this clause is to extend this cross-waiver of liability to NASA contracts in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that this cross-waiver of liability be broadly construed to achieve this objective.

(b) As used in this clause, the term:

(1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.

(2) "Damage" means:

(i) Bodily injury to, or other impairment of health of, or death of, any person;

(ii) Damage to, loss of, or loss of use of any property;

(iii) Loss of revenue or profits; or

(iv) Other direct, indirect, or consequential Damage.

(3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(4) "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

(5) "Party" means a party to a NASA Space Act agreement involving activities in connection with the ISS and a party that is neither the prime contractor under this contract nor a subcontractor at any tier.

(6) "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.

(7) "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing arrangements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

(8) "Related Entity" means:

(i) A contractor or subcontractor of a Party or a Partner State at any tier;

(ii) A user or customer of a Party or a Partner State at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

(9) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The Contractor agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) A Party as defined in (b)(5) of this clause;

(ii) A Partner State other than the United States of America;

(iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or

(iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.

(2) In addition, the contractor shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and

(ii) Require that their subcontractors waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the *Convention on International Liability for Damage Caused by Space Objects*, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between the Government and its own contractors or between its own contractors and subcontractors;

(ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for Damage resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause;

(vi) Claims by the Government arising out of or relating to the contractor's failure to perform its obligations under this contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter. 701 is applicable.

(End of clause)

**H.16 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE
EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE
STATION (OCT 2012)**

(a) The purpose of this clause is to extend a cross-waiver of liability to NASA contracts for work done in support of Agreements between Parties involving Science or Space Exploration activities that are not related to the International Space Station (ISS) but involve a launch. This cross-waiver of liability shall be broadly construed to achieve the objective of furthering participation in space exploration, use, and investment.

(b) As used in this clause, the term:

(1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized in 14 CFR Part 1266.104.

(2) "Damage" means:

(i) Bodily injury to, or other impairment of health of, or death of, any person;

(ii) Damage to, loss of, or loss of use of any property;

(iii) Loss of revenue or profits; or

(iv) Other direct, indirect, or consequential Damage;

(3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

(4) "Party" means a party to a NASA Space Act agreement for Science or Space Exploration activities unrelated to the ISS that involve a launch and a party that is neither the prime contractor under this contract nor a subcontractor at any tier hereof.

(5) "Payload" means all property to be flown or used on or in a Launch Vehicle.

(6) "Protected Space Operations" means all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an Agreement for Science or Space Exploration activities unrelated to the ISS that involve a launch. Protected Space Operations begins at the signature of the Agreement and ends when all activities done in implementation of the Agreement are completed. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services.

Protected Space Operations excludes activities on Earth which are conducted on return from space to develop further a payload's product or process other than for the activities within the scope of an Agreement.

(7) "Related entity" means:

(i) A contractor or subcontractor of a Party at any tier;

(ii) A user or customer of a Party at any tier; or

(iii) A contractor or subcontractor of a user or customer of a Party at any tier.

The terms "contractors" and "subcontractors" include suppliers of any kind.

(8) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

(c) Cross-waiver of liability:

(1) The Contractor agrees to a waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) A Party;

(ii) A Party to another NASA Agreement or contract that includes flight on the same Launch Vehicle;

(iii) A Related Entity of any entity identified in paragraphs (c)(1)(i) or (c)(1)(ii) of this clause; or

(iv) The employees of any of the entities identified in (c)(1)(i) through (iii) of this clause.

(2) The Contractor agrees to extend the cross-waiver of liability as set forth in paragraph (c)(1) of this clause to its own subcontractors at all tiers by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and

(ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the *Convention on International Liability for Damage Caused by Space Objects*, entered into force on 1 September 1972, in which the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:

(i) Claims between the Government and its own contractors or between its own contractors and subcontractors;

(ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health, or death of such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for damages resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or

(vi) Claims by the Government arising out of or relating to a contractor's failure to perform its obligations under this contract.

(5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter 701 is applicable.

(End of clause)

**I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT (AUG 2013)**

**I.17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

1.31 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's

expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.34 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

**I.35 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) –
ALTERNATE II (OCT 2001)**

I.73 52.232-25 PROMPT PAYMENT (JUL 2013) – ALTERNATE I (FEB 2002)

**I.74 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR
AWARD MANAGEMENT (JUL 2013)**

C. The following FAR clauses are hereby incorporated by reference into the contract:

I.127 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

**I.128 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
(JUN 2013)**

D. All other terms and conditions remain unchanged.

- End of Modification 22 -

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				a. FACILITY CLEARANCE REQUIRED Top Secret	
				b. LEVEL OF SAFEGUARDING REQUIRED None	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
X	a. PRIME CONTRACT NUMBER NNG12CR31C		X	a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 2013/05/15	
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)	Revision No. 1 Date (YYMMDD) 2013/06/20
X	c. SOLICITATION OR OTHER NO. NNG11281303R	Due Date (YYMMDD)		c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under NAS5-00047 (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE SGT, INC. 7701 GREENBELT ROAD, SUITE 400 GREENBELT, MD 20770		b. CAGE CODE 1DDX3	c. COGNIZANT SECURITY OFFICE (Name, Address, Zip) [REDACTED]		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, Zip)		
8. ACTUAL PERFORMANCE					
a. NAME, ADDRESS, AND ZIP CODE NASA Goddard Space Flight Center (GSFC) Greenbelt, MD 20771		b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, Zip) N/A		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Omnibus Multidiscipline Engineering Services (OMES) contract for the study, design, system engineering, development, fabrication, integration, testing, verification and operations of space flight, airborne, and ground system hardware and software, including development and validation of new technologies to enable future space and science missions.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI		X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION			X	l. OTHER (Specify)	X
k. OTHER (Specify) SBU INFORMATION		X			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release to the Directorate for Freedom of Information and

DIRECT THROUGH (Specify):

NASA/GODDARD SPACE FLIGHT CENTER, PUBLIC AFFAIRS, CODE 130, GREENBELT, MD 20771

Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other controlling factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

In the performance this contract, some personnel may require access to classified information up to the Top Secret/SCI level. The Contractor must have sufficient number of cleared employees's assigned duties under this contract to be able to complete all classified work assignments up to and including Top Secret/SCI.

The following documents shall be applicable and binding in the performance of this contract:

1. NASA Space Network Security Classification Guide, January 1, 2010
2. DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) dated 2/28/06
3. NSA/CSS Policy Manual 3-16, Control of COMSEC dated 8/5/05
4. National Security Telecommunications Systems Security Instruction (NSTSI) 4005, Safeguarding Communications Security (COMSEC) Facilities and Materials, 8/97
5. Amendment to NSTISSI 4005 (NSTISSC-003-98), 3/2/98
6. Amendment to NSTISSI 4005 (CNSS-079-03), 8/5/03
7. CNSSP-1, National Policy for Safeguarding and Control of COMSEC Materials, 9/04
8. NPR 1600.1, NASA Security Program Procedural Requirements w/Change 2, 4/1/09
9. GPR 1600.1, Goddard Security Requirements, 4/3/08
10. NPD 1600.2E, NASA Security Policy Revalidated, 4/1/09
11. NPR 2810.1A, Security of Information Technology, May 16, 2006
12. NPD 2810.1D NASA Information Security Policy, May 9, 2009
13. NPD 1660.1B, NASA Counterintelligence (CI) Policy, 11/13/08
14. NPR 1660.1, NASA Counterintelligence (CI)/Counterterrorism (CT) Program Procedural Requirements, 12/21/04
15. OMB Circular A.130, Appendix III, Security of Federal Automated Information Resources
16. Federal Information Security Management Act of 2002

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established YES NO for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements? Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed)

See Page 3

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. YES NO (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

See Page 3

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Jeffrey W. Barrett

b. TITLE

Industrial Security Specialist

c. TELEPHONE (Include Area Code)

(301) 238-0725

d. ADDRESS (Include Zip Code)

NASA Goddard Space Flight Center
Code 240
Greenbelt, MD 20771

e. SIGNATURE

Jeffrey W. Barrett

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY NASA HQ, OSPP; Code 130

13. Security Guidance (Continued)

Any employee, who observes or become aware of the deliberated or suspected compromise of, classified national security information, shall promptly report such information personally to the GSFC Counter Intelligence (CI) Office. If unclassified but sensitive information appears compromised by or on behalf of foreign or domestic powers, organizations or persons, employees shall report such information to the GSFC CI Office. If an employee becomes aware of information pertaining to international or domestic terrorist activities, employees shall also report to the GSFC CI Office. If the information indicates a computer compromise or other cyber intrusion, the Office of Inspector General shall be promptly notified.

If an employee becomes aware of deliberated or suspected compromise of COMSEC keying material or equipment, the employee shall promptly report such information personally to the GSFC COMSEC Manager.

14. Additional Security Requirements (Continued)

This contract requires access to Sensitive Compartmented Information (SCI). SCI will only be released to contractor's employees requiring access in order to perform within the scope of the contract and only after official verification of the appropriated clearance level has been obtained. Any SCI material furnished to the contractor will be returned to the direct custody of the agency having cognizance unless other disposition instructions have been issued.

The names of any additional employees requiring SCI clearance solely for the purpose of this contract will be provided to a designated contract monitor or the Contracting Officer's Technical Representative (COTR), who will verify and approve the request. After approval, the name will be provided to the GSFC Protective Services Division Program Security Official for coordination with the Contractor special Security Officer (SSCCO). The CSSO shall submit a request for the investigation and clearance in accordance with the National Industrial Security Program Operating Manual and any additional instructions under the User Agency having cognizance.

Need-to-Know verification for employees' classified visit to SCI facilities in the performance of this contract shall be obtained by the CSSO from the designated contract monitor, the COTR, or the GSFC Protective Services Division Program Security Official prior to submission or transmittal.

15. Inspection (Continued)

The SCIF Certifying Agency has exclusive security responsibility for all SCI material released or developed under this contract and held within the GSFC SCIF. DSS is relieved of security inspections responsibility for all such material but retains responsibility for all non-SCI classified materials released to or developed under this contract.