

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code) SGT, Inc. Attn: Mr. Kamal Ghaffarian 7701 Greenbelt Road, Suite 400 Greenbelt, MD 20770			
CODE 1DDX3		FACILITY CODE	
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C		10B. DATED (SEE ITEM 13) February 28, 2008	
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 <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 <input type="checkbox"/> 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) Increase \$75,000.00			
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)			
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 THE AUTHORITY OF: FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate V (APR 1984)			
D. OTHER (Specify type of modification and authority)			
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.)			

See Page 2

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) JOHN J. SCHAU'S Director, Contracts	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 3/12/08	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED 3/13/08
(Signature of person authorized to sign)			BY (Signature of Contracting Officer)		

NSN 7540-01-152-888070
PREVIOUS EDITION UNUSABLE

39-105
JSC SPICE (June 2002)

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Section B, clause B.1, "Contract Phase-In (Firm Fixed Price)" is modified as follows:
 - (a) The total firm fixed price of phase-in for this contract is \$175,000, covering a 30-day phase-in period from February 29, 2008 through March 31, 2008.
 - (b) An amount of \$175,000 is obligated under this contract for payment of the firm-fixed price for contract phase-in.

2. Section B.5 Rate Table is revised to reflect the new periods covered:

Basic Year 1 Rate – 4/1/08 – 3/31/09
Basic Year 2 Rate – 4/1/09 – 3/31/10
Basic Year 3 Rate – 4/1/10 – 3/31/11
Option 1 Year 4 Rate – 4/1/11 – 3/31/12
Option 2 Year 5 Rate – 4/1/12 – 3/31/13

3. Section B, clause B.6, NFS 1852.232-81 "Contract Funding" is modified as follows:
 - (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 as described on each individual task order. This allotment is for CPSC activities within the scope of the Statement of Work (SOW) in Section C of this contract and covers the estimated period of performance as described on each individual task order.
 - (b) An additional amount as described on each individual task order is obligated under this contract for the payment of fee.

4. Section I.9 Ordering, option ordering period is changed to state orders may be issued from April 1, 2008 through March 31, 2011.

5. Section I.12 Option to Extend Term of the Contract, option periods are changed as follows:

Option 1

From: April 11, 2008 to April 10, 2012
To: April 1, 2008 to March 31, 2012

Option 2

From: April 11, 2008 to April 10, 2012
To: April 1, 2008 to March 31, 2013

6. Attachment J-4 Wage Determination is replaced in its entirety by the attached WD 2005-2516, Revision 5.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT PHASE-IN (FIRM FIXED PRICE)

- (a) The total firm fixed price of phase-in for this contract is \$175,000, covering a 30-day phase-in period from February 29, 2008 through March 31, 2008.
- (b) An amount of \$175,000 is obligated under this contract for payment of the firm-fixed price for contract phase-in.

(End of clause)

B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost and maximum available award fee (base fee not applicable) of this contract is broken out as follows:

	Estimated Cost	Maximum Award Fee	Total Estimated Cost and Maximum Award Fee
Indefinite Delivery/Indefinite Quantity (IDIQ)	See Note	See Note	See Note

NOTE: Amounts for estimated cost and available award fee for cost reimbursable IDIQ delivery orders issued will be periodically updated unilaterally as these IDIQ delivery orders are issued/amended. There may be some discrepancy with the total amount for the IDIQ task/delivery orders that have been issued during intervals between periodic updates of this clause. The IDIQ value shown here identifies the current authorized work. The maximum potential IDIQ contract value is identified in Clause I.10, ORDER LIMITATIONS.

(End of clause)

B.3 SCOPE OF WORK

The Contractor shall provide products and/or services that support Constellation Program functions related to Program Planning and Control in accordance with Section C, Statement of Work, and specific task/delivery orders issued within the scope of this contract.

(End of clause)

B.4 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE

In accordance with clause I.11 "Indefinite Quantity" paragraph (b), the guaranteed minimum amount of work which may be required under this contract is \$100,000 and the maximum amount of work which may be required under this contract is \$60,000,000. This amount includes both cost and fee. The maximum amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task orders issued during the period of the contract as specified in I.9, "Ordering".

(End of clause)

B.5 RATE TABLE FOR PRICING TASK ORDERS

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of IDIQ Task Orders in accordance with clause H.3 "Task Ordering Procedure". The contractor shall utilize the rates contained herein to determine the estimated costs for each IDIQ Task Order.

Items 1 through 14 are contractor team composite fully burdened labor rates, inclusive of the prime and all major and minor subcontractors. The fully burdened labor rates are exclusive of prime fee. The fully burdened labor rates shall be utilized to determine all estimated onsite and offsite labor cost for each IDIQ Task Order.

Items 15-18 are the JSC, KSC, LaRC, and MSFC offsite facilities cost per hour rates. This rate shall be utilized to determine the additional expense needed to accommodate contractor personnel offsite of the NASA installation (including office space, furniture, telephone, computer, utilities, common area allocations, etc.) for each IDIQ Task Order. This rate shall be applied only to offsite labor hours in IDIQ Task Orders.

Item 19 is for indirect rates applicable to non-labor resources. The rates shall be utilized to determine all estimated burdens to IDIQ Task Order non-labor resources.

Item 20 is for prime fee. This rate shall be utilized as the maximum fee rate (not-to-exceed) that may be proposed on IDIQ Task Orders.

The following table shall be completed by the contractor:

b4

b4

(End of clause)

B.6 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (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 as described on each individual task order. This allotment is for CPSC activities within the scope of the Statement of Work (SOW) in Section C of this contract and covers the estimated period of performance as described on each individual task order.
- (b) An additional amount as described on each individual task order is obligated under this contract for the payment of fee.

(End of clause)

(END OF SECTION)

(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.

I.9 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2008 through March 31, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.10 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(1) Any order for a single item in excess of \$60,000,000;

(2) Any order for a combination of items in excess of \$60,000,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.11 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract beyond 12 months after contract period of performance identified in ordering period identified in I.9 "Ordering".

I.12 52.217-9 OPTION TO EXTEND TERM OF THE CONTRACT (MAR 2000)

The Contracting Officer may exercise each of the options listed below by issuance of a unilateral contract modification 30 days or more before the end of the period set forth in clause I.9 "Ordering", provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. Should the option(s) be exercised, the resultant contract will include all terms and conditions of the contract as it exists immediately prior to the exercise of the option, except for the following changes:

OPTION 1

- (a) The maximum amount identified in clause B.4 will be modified to be \$80,000,000.
- (b) Part (a) of clause I.9 entitled "Ordering" shall be changed to show that orders may be issued from April 1, 2008 to March 31, 2012.

OPTION 2

- (a) The table contained in Clause B.4 will be modified to be \$100,000,000.
- (b) Part (a) of clause I.9 entitled "Ordering" shall be changed to show that orders may be issued from April 1, 2008 to March 31, 2013.

(End of clause)

I.13 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

January 1996

NOTICE OF INTENTION TO MAKE SERVICE CONTRACT AND RESPONSE TO NOTICE

1. NOTICE NO.

NASA

U.S. DEPARTMENT OF LABOR

51436

EMPLOYMENT STANDARDS ADMINISTRATION

(See Instructions on Reverse)

EMAIL TO:

Administrator Wage and Hour Division U.S. Department of Labor Washington, DC 20210

2. Estimated solicitation date (use numerals)

Month 04 Day 27 Year 07

3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)

Month 08 Day 02 Year 07

4. Date contract performance to begin (use numerals)

Month 03 Day 03 Year 08

5. PLACE(S) OF PERFORMANCE

Harris County, TX

6. SERVICES TO BE PERFORMED (describe)

II: Constellation Program Office Support Services Contract Period: 03/03/08 to 03/02/09

7. INFORMATION ABOUT PERFORMANCE

A. [X] Services now performed by a contractor B. [] Services now performed by Federal employees C. [] Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor

SAIC 2200 Space Park Drive, Suite 200 Houston, TX 77058

b. Number(s) of any wage determination(s) in incumbent's contract

WD 94-2516

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important: Attach copies of current applicable collective bargaining agreements

None

RESPONSE TO NOTICE

(by Department of Labor)

A. [X] The attached wage determination(s) listed below apply to procurement. WD 2005-2516, Rcv 5

B. [] As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. [] From information supplied, the Service Contract Act does not apply (see attached explanation).

D. [] Notice returned for additional information (see attached explanation)

9. OFFICIAL SUBMITTING NOTICE

SIGNED:

Original signed by

DATE

09/27/07

TYPE OR PRINT NAME

Connie R. Pritchard Contract Labor Relations Officer

TELEPHONE NO.

281-483-4121

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

NASA Johnson Space Center Connie R. Pritchard, Mail Code BA2 2101 NASA Parkway Houston, TX 77058

Signed: (U.S. Department of Labor)

(Date)



REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR
EMPLOYMENT
STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

By direction of the Secretary of Labor

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2516
Revision No.: 5
Date of Revision: 08/16/2007

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston,
Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery,
San Jacinto, Trinity, Walker, Waller, Washington, Wharton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	13.67
01012 - Accounting Clerk II	15.35
01013 - Accounting Clerk III	17.17
01020 - Administrative Assistant	22.95
01040 - Court Reporter	19.81
01051 - Data Entry Operator I	11.67
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	11.95
01191 - Order Clerk I	13.42
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55

01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.95
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.62
01532 - Travel Clerk II	13.60
01533 - Travel Clerk III	14.54
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93

11240 - Maid or Houseman	7.27
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	8.92

12000 - Health Occupations

12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.31
12030 - EKG Technician	23.56
12035 - Electrocardiographic Technologist	23.56
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	17.13
12072 - Licensed Practical Nurse II	19.22
12073 - Licensed Practical Nurse III	20.69
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	15.48
12210 - Nuclear Medicine Technologist	29.04
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.90
12250 - Pharmacy Technician	15.85
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	24.27
12311 - Registered Nurse I	26.96
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	39.31
12315 - Registered Nurse III, Anesthetist	39.31
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	19.26

13000 - Information and Arts Occupations

13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	24.26
13050 - Library Aide/Clerk	9.89

13054 - Library Information Technology Systems Administrator	21.90
13058 - Library Technician	13.25
13061 - Media Specialist I	15.81
13062 - Media Specialist II	17.69
13063 - Media Specialist III	19.71
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.50
14042 - Computer Operator II	17.34
14043 - Computer Operator III	19.32
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.41
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.50
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.33
15020 - Aircrew Training Devices Instructor (Rated)	33.08
15030 - Air Crew Training Devices Instructor (Pilot)	39.27
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	29.02
15070 - Flight Instructor (Pilot)	39.27
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	9.90
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.85

16220 - Tailor	12.74
16250 - Washer, Machine	9.56

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool and Die Maker	19.20

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.94
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	13.31
21130 - Shipping/Receiving Clerk	13.31
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools and Parts Attendant	13.58
21410 - Warehouse Specialist	12.84

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aerospace Structural Welder	28.07
23021 - Aircraft Mechanic I	26.73
23022 - Aircraft Mechanic II	28.07
23023 - Aircraft Mechanic III	29.47
23040 - Aircraft Mechanic Helper	20.93
23050 - Aircraft, Painter	22.17
23060 - Aircraft Servicer	23.28
23080 - Aircraft Worker	24.53
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	16.21
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	19.25
23182 - Electronics Technician Maintenance II	23.19
23183 - Electronics Technician Maintenance III	24.38
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	18.14
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	26.73
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.53
23391 - Gunsmith I	14.03
23392 - Gunsmith II	16.21
23393 - Gunsmith III	18.14

23410 - Heating, Ventilation and Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.59
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	19.44
23465 - Laboratory/Shelter Mechanic	17.26
23470 - Laborer	10.97
23510 - Locksmith	17.26
23530 - Machinery Maintenance Mechanic	20.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	19.44
23592 - Metrology Technician II	20.28
23593 - Metrology Technician III	21.14
23640 - Millwright	20.25
23710 - Office Appliance Repairer	17.26
23760 - Painter, Maintenance	17.26
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	18.14
23850 - Rigger	19.44
23870 - Scale Mechanic	16.03
23890 - Sheet-Metal Worker, Maintenance	18.14
23910 - Small Engine Mechanic	16.21
23931 - Telecommunications Mechanic I	23.20
23932 - Telecommunications Mechanic II	24.23
23950 - Telephone Lineman	23.20
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	18.14
23970 - Woodcraft Worker	18.14
23980 - Woodworker	12.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.54
24620 - Family Readiness and Support Services Coordinator	11.09
24630 - Homemaker	15.41
25000 - Plant and System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04

27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	15.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker and Bracer	17.78
29020 - Hatch Tender	17.78
29030 - Line Handler	17.78
29041 - Stevedore I	16.63
29042 - Stevedore II	18.93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.08
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.57
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.15
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.91
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	23.55
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	18.13

30362 - Paralegal/Legal Assistant II	22.46
30363 - Paralegal/Legal Assistant III	27.47
30364 - Paralegal/Legal Assistant IV	32.55
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	20.79
30462 - Technical Writer II	25.43
30463 - Technical Writer III	29.06
30491 - Unexploded Ordnance (UXO) Technician I	23.56
30492 - Unexploded Ordnance (UXO) Technician II	28.51
30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.56
30495 - Unexploded (UXO) Sweep Personnel	23.56
30620 - Weather Observer, Combined Upper Air or Surface Programs (3)	21.77
30621 - Weather Observer, Senior (3)	26.39

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	12.46
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	13.58
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	13.58
31362 - Truckdriver, Medium	16.87
31363 - Truckdriver, Heavy	18.03
31364 - Truckdriver, Tractor-Trailer	18.03

99000 - Miscellaneous Occupations

99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	12.36
99711 - Recycling Specialist	15.07
99730 - Refuse Collector	11.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as

laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHID home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a

contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. Modification 2	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
SGT, Inc.
Attn: Mr. Bryan Leger
1331 Gemini, Suite 130
Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.

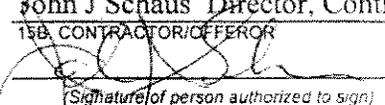
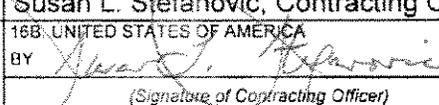
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (x)

	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 THE AUTHORITY OF: FAR 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

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.)

See the following pages for details of Modification 2.

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) John J Schaus Director, Contracts	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/28/08
15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/31/08

The purpose of this modification is to update the contract as follows:

1. Section A, Table of Contents is revised to incorporate the resultant changes from this modification to affected clauses and page numbers.
2. Section C, Statement of Work, revise paragraph 3.2.1.1.1 as follows due to DRD IT-01 being deleted (reference Page 7, paragraph 7.a of this modification).

“3.2.1.1.1 The contractor shall adhere to the requirements of NFS 1852.204-76, Security Requirements for Unclassified Information Technology Resources, when performing work related to IT security products and services. In addition, the contractor shall perform the following:”

3. Section G is modified as follows in accordance with NASA Procurement Information Circular (PIC) 07-09:
 - a. Section G.1.II, delete NFS 1852.245-70 (Nov 04). Add NFS 1852.245-70 (Sep 07) as G.7.

G.7 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEP 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property; -
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

b. Section G.7, delete NFS 1852.245-71 (Nov 04). Delete existing G.8, NFS 1852.245-77 (Jul 97). Add NFS 1852.245-71 (Sep 07) as G.8.

**G.8 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(DEVIATION) (SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b) (1) (iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment J-9.

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: [Insert the name of the facilities or "None"].

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

c. Section G.1.II, delete NFS 1852.245-73 (Oct 03) and replace with NFS 1852.245-73 (Sep 07).

d. Section G.9, add NFS 1852.245-75 (Sep 07).

G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property;
or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

Michael Caputo
JSC-JA, 2101 NASA Parkway
Houston, TX 77058-3696
Telephone 281-483-7909
E-mail michael.caputo-1@nasa.gov

(End of clause)

e. Section G.10, add NFS 1852.245-82 (Sep 07), as G.10.

G.10 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (SEP 2007)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real

property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

4. Section I.1.1, modify FAR 52.232-22, Limitation of Funds (Apr 84), to substitute "Task Order" for "Schedule" where stated.
5. Section I.1.1, add FAR 52.245-9, Use and Charges (Jun 07).
6. Section J-2, Award Fee Evaluation Plan, Appendix 2, evaluation periods are revised as follows:

Period No.	Evaluation Periods	Available Fee*
1	4/1/08 – 3/31/09	\$ TBD
2	4/1/09 – 3/31/10	\$ TBD
3	4/1/10 – 3/31/11	\$ TBD
4	4/1/11 – 3/31/12	\$ TBD
5	4/1/12 – 3/31/13	\$ TBD

7. Section J-3 DRL/DRD:

a. Delete DRD BM-02, Workforce Reporting, and DRD IT-01, IT Security Management Program Plan. Additionally, J-3 DRL has been updated to reflect the deletion of these two DRDs.

b. Update DRD PM-01, PP&C Management Plan, with the following new requirement: *"7. Describe your overall management approach to fulfilling the requirements of Section I.16, NFS 1852.204-76, Security Requirements for Unclassified Information Technology Resources. Specifically address adherence to NPR 2810.1A, identification of a contractor IT point of contact and phone number; and that all applicable IT related training is accomplished through NASA's online SATERN training system (<https://satern.nasa.gov/elms/learner/login.jsp>)."*

c. DRL, PR-01, Wage/Salary and Fringe Benefit Data, revise distribution to add BAVC. Pritchard. Delete reporting requirements reference in Block 9. DRD PR-01, Block 8, insert submittal instructions between FORMAT and MAINTENANCE instructions.

SUBMITTAL: Initial submittal due 30 days after ATP. Annual report due thereafter 60 days prior to the contract anniversary date.

d. DRL, S-03, Monthly Safety and Health Metrics, add "See DRD" in Block 9.

8. Perform other minor formatting and administrative corrections/updates to the contract as follows:

- a. Replace all references to solicitation number NNJ07186721R with the awarded contract number NNJ08TA27C.
- b. Fill in contract number NNJ08TA27C in clauses F.2 and F.5.
- c. Reformat miscellaneous spacing and paragraph numbering as needed.
- d. Renumber Attachments to reflect the deletion of the IT Security Plan (Attachment J-6).

9. A complete revised contract is attached. A copy of PIC 07-09 is also included.

10. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification 3	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
SGT, Inc.
Attn: Mr. Bryan Leger
100 Cyberonics Boulevard, Suite 200
Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

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

	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 THE AUTHORITY OF: FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

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 revise Section H.5 to add the names of SGT key personnel:
A conformed replacement page is attached to this modification.

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) John J. Schaus Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/	16B. UNITED STATES OF AMERICA BY /s/
15C. DATE SIGNED 1/3/08	16C. DATE SIGNED 4/7/08
(Signature of person authorized to sign)	(Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification 4	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
 SGT, Inc.
 Attn: Mr. Bryan Leger
 100 Cyberonics Boulevard, Suite 200
 Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

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

X	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 THE AUTHORITY OF: FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

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 update Section G.5 SUBMISSION OF VOUCHERS FOR PAYMENT to reflect a change in the NASA paying office. *This change is effective June 1, 2008.* In addition, the cognizant DCAA mailing office has been added to paragraph (c)(1). Changes are in bold type.

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) Susan L. Stefanovic, Contracting Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

Clause G.5 is deleted in its entirety and replaced with the following:

“G.5 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

**NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-200-5415**

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

**DCAA Columbia Branch Office
10025 Governor Warfield Parkway, Suite 200
Columbia, MD 20144-3329**

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Lyndon B. Johnson Space Center
BT/Contracting Officer
2101 NASA Parkway
Houston, TX 77058-3696

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made."

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification 5	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
 SGT, Inc.
 Attn: Mr. Bryan Leger
 100 Cyberonics Boulevard, Suite 200
 Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

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

	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 THE AUTHORITY OF: FAR 52.243-2 Changes – Cost-Reimbursement (AUG 1987) – Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

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:

- a. Incorporate Attachment J-5, approved Safety and Health Plan, and Attachment J-6, approved Organizational Conflict of Interest Avoidance Plan.
- b. Update DRD S-01 to reflect current distribution and approval requirements. The DRL is also revised to reflect this change. Change pages are attached to this modification.
- c. Update Attachment J-8, Installation Accountable Property, to reflect on-site space provided under Task Order NNJ08TA38T. Change page is attached to this modification.

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) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY /s/	16C. DATE SIGNED 20 May 2008
	(Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification 6	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code 151 2101 NASA Parkway Houston, Texas 77058	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
SGT, Inc.
Attn: Mr. Bryan Leger
100 Cyberonics Boulevard, Suite 200
Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

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

	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. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 50.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 3 copies to the issuing office

14. Description of amendment/modification (Organize by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to:

- a. Modify Section H.5, Key Personnel and Facilities (NFS 1815.235-71)(MAR 1989), to replace
- b. Modify H.6, Observance of Legal Holidays (NFS 1852242-72)(AUG 1992), to add Alternate II.
- c. Modify Attachment J-2, Award Fee Plan, to add additional elements under the Technical Performance and Management Performance evaluation.
- d. Modify Attachment J-3, Data Requirements List and Data Requirements Descriptions MSO-02 and SCEA-01 to make minor administrative changes and corrections.

Change pages and the contract is modification.
 Except as provided hereon, the contract document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER Susan L. Stefanovic, Contracting Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR'S SIGNATURE <i>[Signature]</i>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED 2/28/08	16C. DATE SIGNED 2/28/08

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification 7	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
8. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Sylvia Aragon, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
 SGT, Inc.
 Attn: Mr. Bryan Leger
 100 Cyberonics Boulevard, Suite 200
 Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

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

	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	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). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

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:
 Delete Alternate II of Contract Clause H.6 Observance of Legal Holidays (NFS 1852.242-72) (AUG 1992) Alternate II (October 2000) and add Clause H.10 Administrative Leave 52.242-94 (SEP 2008) (JSC Procurement Instruction).

Change pages are attached to this modification.

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 CONTRACTING OFFICER (Type or print) John J Schaus, Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFEROR'S NAME AND ADDRESS SGT, Inc. 100 Cyberonics Boulevard, Suite 200 Houston, TX 77058	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 6/2/08	16C. DATE SIGNED 10/28/08

1. Section M.5 18F2.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) Alternate II (October 2, 00) is hereby deleted in its entirety and the revised Clause H.6 shown below is substituted in lieu thereof.

H.6 18F2.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Christmas Day
New Year's Eve

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or amount of compensation except as set forth within the contract.

2. Section M. Clause H.10 is incorporated as follows:

H.10 52.241-72 ADMINISTRATIVE LEAVE (SEP 2008) (JSC PROCUREMENT INSTRUCTION)

(a) The JSC installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the Contractor's personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer. Contractor personnel working on-site; and Contractor personnel dedicated to the contract effort who are working off-site within 10 miles of JSC; and unable to perform their NAPA contract duties at their off-site location because their normal place of business is being or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.). However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The contractor shall pay wages to the Contractor for the period of any such excused absence shall be at the same rate of pay under this contract for affected employees in accordance with the Contractor's established accounting policy.

1. Administrative leave granted under this clause shall be at the same rate of pay under this contract for employees in accordance with the Contractor's established accounting policy.
2. If the contract is based on other than labor hours for deliverables, the Contracting

Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 12.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 11/01/1985-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) shall, with the consent of the contracting parties, be amended from time to time during the term of the contract to add or delete personnel and/or facilities.

b4

(End of clause)

H.6 18/01/1977 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

(a) The Contractor's Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Marshall's Birthday
- Colombus Day
- President's Birthday

Veterans Day
 Memorial Day
 Thanksgiving Day
 Independence Day
 Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.7 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed at NASA facilities where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

H.8 ASSOCIATE CONTRACTOR AGREEMENTS

(a) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the Constellation Program, the means for coordination and exchange of information with its associate contractors. The information to be exchanged shall be that required by the associate contractors in the execution of their respective contract requirements. The associate contractors contemplated by this clause have not been established at the time of contract award, but will be added by contract modification to this program as required. The associate contractors will supply other elements of the Constellation Program, such as the Crew Exploration Vehicle, a launch vehicle, earth departure stage, or lunar surface access module.

(b) The Contractor shall document agreements with other associate contractors

described in (a) above via associate contractor agreements. The Government will not be a party to such associate contractor agreements. A copy of each such agreement shall be provided to the Contracting Officer. All costs associated with such agreements are included in the negotiated price of this contract.

(c) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with an associate contractor. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(End of Clause)

H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTOR

This clause is added to Section 52.201-8, Annual Representations and Certifications, including any other representations made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated 1/20/2007 are hereby incorporated by reference in this contract.

(End of Clause)

H.10 52.212-04 ADMINISTRATIVE LEAVE (SEP 2008) (JSC PROCUREMENT INSTRUMENT)

(a) When the NASA Installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be provided with administrative leave: personnel providing the Contracting Officer's administrative support while working on-site; and Contractor personnel performing the contract effort who are working off-site within 10 miles of JSC; and who are to perform their NASA contract duties at their off-site location if their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g., has sustained damage, has been evacuated, etc.). However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in progress, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification by the Contracting Officer. In all instances shall be subject to the Contractor's established policies and wages to the Contractor for the administrative leave shall be a reimbursable item of cost under the contract. Contractor's administrative leave shall be in accordance with the Contractor's established administrative leave policy.

(c) For a non-hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established

accounting policy.

For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any payment require an advanced agreement to determine the appropriate method by which to grant administrative leave under this clause. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52 242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when the operations re-commence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(END OF SECTION)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Sylvia Aragon, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
SGT, Inc.
Attn: Mr. Bryan Leger
100 Cyberonics Boulevard, Suite 200
Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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 APPROPRIATE DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.

13A. MODIFICATION OF THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (X)	
13B. THE CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, agreement, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
13C. THE CONTRACT AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: FAR 52.216-6 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)	
X	13D. TYPE OF MODIFICATION AND AUTHORITY: Unilateral Modification pursuant to Section B.2, NFS 1852.216-85, and Section C.2 and Award Fee (SEP 1993)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. Description of amendment/modification (Signatures of GCF section members, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to update Section B.2, 1852.216-85 Estimated Cost and Award Fee (SEP 1993), to incorporate estimated cost and award fee for delivery orders issued.

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15A. NAME AND TITLE OF CONTRACTING OFFICER Susan L. Stefanovic, Contracting Officer	16C. DATE SIGNED 1/12/09
15B. CONTRACTOR/OFFEROR NAME AND ADDRESS (Signature of person)	16B. STATE OF AMERICA BY (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Modification 10	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan L. Stefanovic, Mail Code BT 2101 NASA Parkway Houston, Texas 77058	CODE BT	7. ADMINISTERED BY (if other than item 6) See Block 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)
 SGT, Inc.
 Attn: Mr. Bryan Leger
 100 Cyberonics Boulevard, Suite 200
 Houston, TX 77058

CODE 1DDX3	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09TA27C	10B. DATED (SEE ITEM 13) February 28, 2008

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 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.
 (a) THIS ITEM MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)
 (b) CONTRACT/ORDER NO. ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
 (c) THE ABOVE CONTRACT/ORDER NO. CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, or other administrative changes) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 (d) THE ABOVE CONTRACT/ORDER AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
 FAR 43.103(b) Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
 X D. OTHER AUTHORITY (Specify modification and authority): Attachment J-2

E. IMPORTANT: Contractor is required to sign this amendment and return 3 copies to the issuing office.

14. Description of amendment/modification (Summarized by DCF section headings, including solicitation/contract subject matter where feasible.)

AWARD FEE PAYMENT

(See Page 2)

Except as provided herein, all terms and conditions of the contract referenced at 15A or 16A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan L. Stefanovic, Contracting Officer
15B. CONTRACTOR/OFFICER FOR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 5/13/09

1. The purpose of this modification is to recognize the award fee earned during Award Fee Period 1, April 1, 2008 through March 31, 2009. For Award Fee Period 1, the adjective rating was Very Good and the numerical score was 88. In accordance with clause G.4, entitled Award Fee for Service Contracts (June 2000), paragraph f, "...The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score. Provisional award fee payments will be superseded by the final award fee evaluation for that period..." Therefore, the following applies:

Total Award Fee Available for Period 1:	\$1,350,865
Award Fee Earned for Period 1:	\$1,188,761
Less Provisional Award Fee Paid for Period 1:	<u>\$1,080,128</u>
Balance to be Paid to the Contractor Based on this Modification:	\$ 108,633

Fee Payment in Task Order is as follows:

NNJ08TA27C:	\$ 9,232
NNJ08TA301:	\$ 98,779
NNJ09TA430:	\$ 622
	\$108,633

2. Attachment J-2, Award Fee Evaluation Plan, Appendix 2 is deleted in its entirety and replaced with the following table for earned Award Fee for Period 1.

AWARD FEE DISTRIBUTION

Period	Evaluation Period	Available Fee	Fee Earned
	4/1/08 - 3/31/09	\$1,350,865	\$1,188,761
	4/1/09 - 3/31/10	\$1,335,643	
	4/1/10 - 3/31/11		
	4/1/11 - 3/31/12		
	4/1/12 - 3/31/13		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 01	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Susan Stefanovic, Mail Code BT 2101 NASA Parkway Houston, TX 77058	CODE	BT / JPE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SGT, Inc. Attn: Mr. Bryan Leger 100 Cyberonics Boulevard, Suite 200 Houston, TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ08TA27C
		10B. DATED (SEE ITEM 16c) February 28, 2008

CODE IDDX3	FACILITY CODE
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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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment 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)

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

	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 THIS OA.
	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 FAR 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to:

a. Revise Section G.8. Instead of the Government Property (Deviation) (Sep 2007), to authorize additional property and services in paragraph (c), providing a confirmed replacement page is attached to this modification.

b. Revise Section H.7 to add the names of SGT key personnel, replacing _____ A confirmed replacement page is attached to this modification.

This modification is agreed to by the contractor hereby accepting full liability under this contract for further equitable adjustments. Except as provided herein, the contract, including the terms, conditions, and specifications, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER	Susan Stefanovic Contracting Officer
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15B. CONTRACTOR/OFFEROR	15C. UNITED STATES OF AMERICA	16C. DATE SIGNED
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 01
 PAGE OF PAGES: 1 / 1

2. AMENDMENT/MODIFICATION NO.: 12
 3. EFFECTIVE DATE: See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.:
 5. PROJECT NO. (If applicable):

6. ISSUED BY: CODE BT / JDV
 NASA Lyndon B. Johnson Space Center
 Attn: Tim A. Boyes, Mail Code BT
 2101 NASA Parkway
 Houston, TX 77058

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

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State, and Zip Code)
 SGT, Inc.
 Attn: Mr. Bryan Leger
 100 Cyberonics Boulevard, Suite 200
 Houston, TX 77058

(x) 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 X NNJ08TA27C
 10B. DATED (SEE ITEM 16c)
 September 30, 2009

CODE IDDX3 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment 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)

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

- 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 14A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate 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 year of contract, item and authority)
 FAR 43.103(a), Mutual Agreement of the Parties

E. IMPORTANT: Contractor is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to revise Section I.I.I, List of Clauses Incorporated by Reference, to add FAR 52.222-54, Employment Eligibility Requirements for Contractors.

In consideration of the modification set forth herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract and the contractor hereby releases the Government from any liability under this contract for further equitable adjustment arising out of or attributable to contract changes giving rise to said contract changes and for such additional obligations as may be required by this modification.

Except as provided herein, the contract, as heretofore changed, remains unchanged and in full force and effect.
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Tim A. Boyes
 Contracting Officer

15B. CONTRACT NO. 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA
 BY: [Signature] (Signature of Contracting Officer)
 16C. DATE SIGNED: 10/02/09