

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200533868	1. CONTRACT ID CODE	PAGE OF PAGES 1   2
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		6. CODE GSFC	7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	8. PROJECT NO. (if applicable)	

9. NAME AND ADDRESS OF CONTRACTOR (no, street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		9A. AMENDMENT OF SOLICITATION NO.
CODE 5S009 FACILITY CODE		9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT ORDER NO. NNG15HQ01C
		10B. DATED (SEE ITEM 13) 10/27/2014

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 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 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
Net Increase: \$1,538,341.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)  
X FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to (1) de-obligate funding in the amount of (\$47,100) and (2) provide additional funds in the amount of \$1,585,441. See page 2 for details

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Janine Good, Contracts Manager	15B. CONTRACTOR/OFFEROR <i>Janine Good</i> (Signature of person authorized to sign)	16C. DATE SIGNED 11/21/14	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A. Anna Briscoe Contracting Officer	16B. UNITED STATES OF AMERICA <i>A. Anna Briscoe</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/21/14
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NSN 7540-01-182-8070  
Previous edition unusable

STANDARD FORM 86 (REV. 10-85)  
Prescribed by GSA  
FAR (48 CFR) 83.263

Contract Number: NNG15HQ01C  
Modification No. 1

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. De-Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	\$4,111,622	(\$47,100)	\$4,064,522

Accounting and Appropriation Data is added as follows:

Purchase Requisition No: 4200454034

De-obligation: (\$47,100)

2. Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	\$4,064,522	\$1,585,441	\$5,649,963

Accounting and Appropriation Data is added as follows:

The funding allotment date is through February 20, 2015.

Purchase Requisition No: 4200533868

All other contract terms and conditions remain unchanged.

End of Modification #1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.  
000002  
3. EFFECTIVE DATE  
See Block 16C  
4. REQUIREMENT/PURCHASE REQ. NO.

5. ISSUED BY  
NASA/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771  
CODE GSFC

6. PROJECT NO. (if applicable)  
7. ADMINISTERED BY (if other than item 5)  
NASA/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771  
CODE GSFC

8. NAME AND ADDRESS OF CONTRACTOR (via, street, county, state and ZIP Code)  
SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212  
CODE 58009 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
9C. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C  
9D. DATED (SEE ITEM 13)  
10/27/2014

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 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.

Is extended.  Is not extended.

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

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority).  
Section 743 (a) of Division C of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 2 copies to the issuing office.  
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate FAR Clause 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) at no additional cost to the Government. See pages 2-3 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as hereinafter changed, remains unchanged and is full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
Janine Good, Contracts Manager  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
12/4/14  
15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
15E. UNITED STATES OF AMERICA  
15F. DATE SIGNED  
12/4/14

NSN 7540-01-102-8076  
Previous edition unusable

STANDARD FORM 30 (REV. 10-85)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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

**I.16 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)**

*(a) Definition.*

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report or document its rationale for the agency.

Contract Number: NNG15HQ01C

Modification No. 2

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(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

2. All other terms and conditions remain the same.

**(End of Modification #2)**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC		5. PROJECT NO. (If applicable)	
7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 10/27/2014		
CODE 5S009		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Net Increase: \$877,736.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide additional funds in the amount of \$877,736 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

Contract Number: NNG15HQ01C  
Modification No. 3

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

**Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$5,649,963	\$877,736	\$6,527,699

Accounting and Appropriation Data is added as follows:

The funding allotment date is through March 3, 2015.

Purchase Requisition No: 4200536535

All other contract terms and conditions remain unchanged.

End of Modification #3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
 2. AMENDMENT/MODIFICATION NO. 000004 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 28

6. ISSUED BY CODE GSFC 7. ADMINISTERED BY (If other than item 6) CODE GSFC  
 NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) (x)  
 SCIENCE SYSTEMS AND APPLICATIONS, INC.  
 10210 GREENBELT RD STE 400  
 LANHAM MD 20706-6212

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C  
 10B. DATED (SEE ITEM 11) 10/27/2014

CODE 5S009 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X Mutual Agreement of the Parties

E. IMPORTANT: Contractor  is not  is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to: (1) update the terms and conditions of the contract, (2) incorporate the Organizational Conflicts of Interest (OCI) Avoidance Plan (Attachment G) dated December 4, 2014 and revised IT Security Applicable Documents List (Attachment J) dated June 2014 into the contract under Section J, List of Attachments, at no additional cost to the government. Please see pages 2-28 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Janine Good, Contracts Manager 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Avana A. Briscoe Contracting Officer

15B. CONTRACTOR/ORDER NO. 15C. DATE SIGNED 2/6/15 15D. UNITED STATES OF AMERICA 15E. DATE SIGNED 2/6/15  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

1. The following clauses are hereby revised as follows:

**SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

**Clause B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED is revised as follows:**

**FROM:**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Attachment A.

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
1	Statement of Work Requirements	As defined in individual task orders and Clause J.1 – Attachment A – Statement of Work	As defined in individual task orders	As specified in each Task Order
2	Task Plans	Clause H.3 1852.216-80	Within 7 of days after receipt of request from Contracting Officer	Electronic Format/CO – Using TOMS Task Ordering System
3	Monthly Task Progress Reports	Clause H.16 and Clause J.1 Attachment A	15 <sup>th</sup> calendar day of each month following the month being reported	Electronic Format/CO (letter transmittal only), COR and TM
4	Final Report	Clause H.16 and Clause J.1 Attachment A	Within 30 days of task completion	Electronic Format/COR, TM

5	NASA Financial Management Reporting (533M and 533Q)	Clause J.1 – Attachment C; G.6 1852.242-73	533M: NLT 10 days after the close of the contractor's accounting period. 533Q: NLT 15 days of the month preceding the quarter being reported. Attachment C	Electronic Format/COR, CO, RA and Finance Office (Code 155)
6	Contractor Requests for Government Property	Clause G.7 1852.245-70	30 days prior to item need due date	Hard Copy/CO
7	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Clause G.9 1852.245-73	Annual Report due by October 15 and Final Report due after contract end and within 30 days after disposition of all property.	NF1018 Electronic Submission System (NESS)
8	Safety and Health Reporting	Clause H.4 1852.223-70 & H.11 GSFC 52.223-91	Monthly reports by the 10 <sup>th</sup> of each month and Annual reports by January 10 <sup>th</sup> of each year	Electronic Format/CO and Code 350
9	GSFC Form 24-27 (LISTS Form) & Personal Identity Verification Documentation	Clause H.9 GSFC 52.204-99 & Clause J.1 - Attachment K	Original list due within 15 days of contract effective date, Monthly and Final reports due as required by the clause.	Electronic Format/CO and COR

10	Equal Opportunity Reports	Clause I.1 52.222-26	As Specified	Electronic Format
11	Insurance Notification	Clause I.10 1852.228-75 and Clause I.1 52.228-7	Within 30 days after contract effective date or when renewed or changed	Electronic Format
12	Subcontract Notification	Clause I.1 52.244-2 Alt I	Within 30 days prior to subcontract award date	Electronic Format/CO
13	Foreign Travel Requests & Travel Reports	Clause G.1, 1852.242-71	Requests at least 30 days in advance of travel; Reports – upon completion of travel	Electronic Format/COR, CO
14	IT Security Management Plan	Clause I.6 1852.204-76	Within 30 days after contract effective date annual updates required	Electronic Format
15	Contract Historical Data	Clause H.15	Per request from Contracting Officer	Electronic Format/CO
16	New Technology Reports	Clause G.5 1852.227-72, 52.227-2 & Clause I.1 52.227-11	Interim Reports every 12 months <u>or</u> <u>sooner in</u> <u>order to</u> <u>preserve</u> <u>patent rights</u> <u>in view of the</u> <u>changes to US</u> <u>patent law</u> <u>under the</u> <u>America</u> <u>Invents Act:</u> Final reports shall be issued	Electronic Format/CO and New Technology Representative

			within 3 months after contract completion	
17	Capital Personal Property Reporting	Clause G.13 1852.245-78	Within 10 days of Completion of physical inventory	Electronic Format/CO and Property Administrator, NASA Industrial Property Office
18	Notice of Estimated Cost Increases	Clause B.9 GSFC 52.232-94	No later than 115 days before the incurred costs are expected to exceed the estimated cost	Electronic Format/CO, COR, & TM

(End of clause)

**TO:**

**Clause B.1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (JUL 2014)**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As specified in Individual Task Orders Issued
2	Task Plans	Section B GSFC 52.216-91 Section H NFS 1852.216-80	As Required in Clause	NASA Task Order Management System (TOMS)

3	Reports of Work	Section C GSFC 52.235-90 Section H NFS 1852.235-73	As Required in Clause	As Specified in Clause
4	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment C	Monthly and Quarterly in accordance with Attachment C	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
5	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests-30 days in Advance of Travel Reports- Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
6	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
7	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report due by October 15 and Final Report	NF1018 Electronic Submission System (NESS)
8	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
9	Contract Historical Data	Section H GSFC 52.242-91 Attachment H	30 Days after Contracting Officer Request	Electronic Format/CO
10	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)

		Section H GSFC 52.223-91		
11	Personnel Authorized to Use Motor Pool Vehicles and	Section G GSFC 52.245-91	20 Days in Advance of Use	Electronic Format/CO
12	NASA Vehicle Reports (GSFC Form 26-5)	Section H GSFC 52.251-90	By the 15 <sup>th</sup> of each Month	Electronic Format/CO and Code 274
13	Federal Automotive Statistical Tool	Section H NFS 1852.223-76	Annually by Oct 15th	<a href="http://fastweb.inel.gov">http://fastweb.inel.gov</a>
14	Reporting of Inventions	Section G NFS 1852.227-72 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
15	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment K	10th Calendar Day of the Month As Required	Electronic Format/COR & Code 240
16	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
17	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
18	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
19	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As	Electronic Format/CO

			Required	
20	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
21	Affirmative Procurement of Biobased Products	Section I FAR 52.223-2	Annually by October 31 and Final Report	<a href="http://netsdata.grc.nasa.gov/">http://netsdata.grc.nasa.gov/</a>
22	Service Contract Reporting	Section I FAR 52.204-15  <b>Note: Clause 52.204-15 was incorporated into contract via modification 2</b>	Annually by October 31 and Revisions, if needed, by November 30	<a href="http://www.sam.gov">www.sam.gov</a>
23	Notice of Estimated Cost Increases	Section B GSFC 52.232-94	No later than 115 days before the incurred costs are expected to exceed the estimated cost	Electronic Format/CO, COR and TM
24	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving & Inspection

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 1 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 2-24, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**Clause C.1 SCOPE OF WORK is revised as follows:**

**FROM:**

**C.1 SCOPE OF WORK**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Hydrospheric and Biospheric Sciences (HBS) Support Services incorporated in Section J as Attachment A, Statement of Work, and task orders issued here under.

(End of clause)

**TO:**

**C.1 GSFC 52.211-91 SCOPE OF WORK (AUG 2013)**

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract in accordance with the Statement of Work, Attachment A, and task orders issued hereunder.

(End of clause)

**SECTION F - DELIVERIES AND PERFORMANCE**

**Clause F.2 EFFECTIVE ORDERING PERIOD-TASK ORDERS is revised as follows:**

**FROM:**

The Government may issue task orders for a period of five (5) years from the contract effective date of August 1, 2014. New Task Orders shall not be issued after the expiration of the effective ordering period.

(End of clause)

**TO:**

**Clause F.2. GSFC 52.217-92 EFFECTIVE ORDERING PERIOD (JAN 2014)**

The effective ordering period contract shall be for a period of five (5) years from the contract effective date of December 1, 2014.

(End of clause)

**Clause F.3 PLACE OF PERFORMANCE - SERVICES is revised as follows:**

**FROM:**

The services to be performed under this contract shall be performed at the following location(s):  
Contractor site, Goddard Space Flight Center, Greenbelt, MD, and Wallops Flight Facility.

(End of clause)

**TO:**

**F.3 GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013)**

The services to be performed under this contract shall be performed at the following location(s):  
Contractor site, Goddard Space Flight Center, Greenbelt, MD, and Wallops Flight Facility  
Alternate places of performance may be specified in individual task orders issued.

(End of clause)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.15 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JAN 2012) is revised as follows:**

**FROM:**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

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

Distribution shall be as follows:

Contract Specialist, Code 210.5

Tiffany.C.Ferrell@nasa.gov

Contracting Officer, Code 210.5  
E-Mail: Ayana.A.Briscoe@nasa.gov

Contracting Officer's Representative, 610W  
E-Mail: John.R.Moisan@nasa.gov

Resources Analyst, Code 603  
E-Mail: Georgiana.F.Baldessari@nasa.gov

Regional Finance Office Cost Team, Code 155.2  
E-Mail: GSFC-rfocateam@lists.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

**TO:**

**G.15 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

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

Distribution shall be as follows:

Contract Specialist, Code 210.5  
Tiffanie.C.Ferrell@nasa.gov

Contracting Officer, Code 210.5  
E-Mail: Ayana.A.Briscoe@nasa.gov

Contracting Officer's Representative, 610W  
E-Mail: John.R.Moisan@nasa.gov

Resources Analyst, Code 603  
E-Mail: Ronette.M.Barnes@nasa.gov

E-Mail: [GSFC-rfocateam@lists.nasa.gov](mailto:GSFC-rfocateam@lists.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

**Clause H.3 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) is revised as follows:**

**FROM:**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of

performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

**TO:**

**Clause H.3 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)**

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 7 business days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

**Clause H.15 GSFC 52.242-91 ADVANCED AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (MAR 2011) is revised as follows:**

**FROM:**

- (a) NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.
- (b) Based on the above, the Contractor shall, within 30 days of a written request from the Contracting Officer, provide and deliver all of the information included in **Attachment H, CONTRACT HISTORICAL DATA**, of the contract.

(End of clause)

**TO:**

**H.15 GSFC 52.242-91 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (AUG 2013)**

- (a) NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the

probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.

- (b) Based on the above, the Contractor shall, within 30 days of a written request from the Contracting Officer, provide and deliver all of the information included in Attachment H, CONTRACT HISTORICAL DATA, of the contract.

(End of clause)

## SECTION I - CONTRACT CLAUSES

The following clauses in section I have been updated:

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

52.223-16 ACQUISITION OF REPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (DEC 2014)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)

2. The following clauses are hereby added to the contract:

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.3 GSFC 52.235-90 REPORTS OF WORK (IDIQ/BPA) (AUG 2013)

- (a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under each Task Order for the month being reported. Each Task Order shall be a separate report. The

report shall be in narrative form and brief in content. The report shall include a description of overall Task Order progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.

- (b) Final Task Order Report. The Contractor shall submit a Final Task Order Report for each completed Task Order that summarizes the results of the entire Task Order, including recommendations and conclusions based on the experience and results obtained. The Final Task Order Report should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the Task Order. The final report shall also include the final incurred cost for the Task Order.
- (c) Submission. The Contractor shall submit the reports required by this clause as follows:

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (CO)	210.5
1	M,F	Contracting Officer's Representative (COR)	610.W
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

- (d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the Task Order is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report for each Task Order shall be submitted within 30 days after completion of the Task Order.

(End of clause)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.5 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (APR 1989)

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

- Clause B.1 Items 2-23 and as specified in individual task orders.

(End of clause)

**E.6 GSFC 52.246-92 ACCEPTANCE—SERVICES (SEP 2013)**

The Contracting Officer or authorized representative will accomplish acceptance at the Goddard Space Flight Center or as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.17 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**G.18 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (NOV 2013)**

(a) Authorized users. The installation-accountable Government property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 279, or to the Wallops WICC Help Desk, Code 200.C, as appropriate. The motor pool dispatcher will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State driver's license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

- (1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
- (2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.
- (3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government

(End of clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.18 GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006)

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

### H.19 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)

If authorized to operate Government-owned or -leased vehicles, including interagency fleet management system (IFMS) vehicles or related services in performance of this contract, the Contractor shall report the data describing vehicle usage required by the Federal Automotive Statistical Tool (FAST) by October 15 of each year. FAST is accessed through <http://fastweb.inel.gov/>.

(End of clause)

## SECTION I - CONTRACT CLAUSES

### I.17 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- a) This clause applies to the extent that this contract involves access to information classified *Confidential, Secret, or Top Secret*.
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or

decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

#### **I. 18 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(End of clause)

**L19 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

**L20 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

(a) *Definitions.* As used in this clause—

*Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

*Data Universal Numbering System+4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

*Registered in the System for Award Management (SAM) database* means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

*System for Award Management (SAM)* means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

#### **I.21 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)**

(a) *Definitions.* As used in this clause—

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(End of Clause)

**I.22 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$15,000, and is subject to 41 U.S.C. chapter 65, the following terms and conditions apply:

(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 6508).

(End of Clause)

**I.23 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**I.24 1852.239-72 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (APR 2014) (DEVIATION)**

(a) Definitions –

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

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

- (i) Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;
- (ii) Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency.
- (iii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation;
- (iv) Services in support of IT systems, such as help desk services; or
- (v) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 515 of the Consolidated and Further Continuing Appropriation Act, 2014 (Pub. L. 113-76), requires NASA's Chief Information Officer (CIO) to review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate-impact IT systems. The NASA CIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication

199, "Standards for Security Categorization of Federal Information and Information Systems" to determine whether an IT system is high-impact or moderate-impact.

(c) The Contractor shall provide the following information for any IT system proposed to be provided:

- (1) A brief description of the item(s);
- (2) Vendor/manufacturer's company name and address; and
- (3) If known, manufacturer's web site, and Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer will provide the information referenced in paragraph (b) to the NASA CIO which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Section 515 only allows NASA to acquire IT systems approved by the OCIO. NASA must reject any IT system the NASA CIO deems to be high impact or moderate impact unless it is determined the acquisition is in the national interest of the United States. The Government reserves the right to make this decision, without any further explanation to the Contractor. The Contracting Officer will advise the Contractor when any IT system represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any information technology system.

(End of clause)

**3. Section J.1 LIST OF ATTACHMENTS is modified as follows:**

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

**FROM:**

<b>Attachment</b>	<b>Description</b>	<b>Date</b>	<b>No. of Pages</b>
A	Statement of Work	December 2012	25
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	Sept 2013	4
C	Financial Management Reporting Requirement	August 2013	5
D	Safety and Health Plan	Sept 2013	38
E	RESERVED		

F	IT Security Management Plan	To be submitted within thirty (30) days of contract effective date	TBP
G	Organizational Conflicts of Interest (OCI) Avoidance Plan	To be submitted within thirty (30) days of contract effective date	TBP
H	Contract Historical Data	To be submitted within 30 days of a written request from the Contracting Officer	2
I	Installation Accountable Government Property List	March 2013	16
J	IT Security Applicable Documents List	June 2013	5
K	Personal Identity Verification (PIV) Card Issuance Procedures	March 2013	4
L	Government Furnished Property	June 2013	5

(End of Clause)

**TO:**

**GSFC 52.211-101 Section J.1 LIST OF ATTACHMENTS (AUG 2014)**

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

Attachment	Description	Date	No. of Pages
A	Statement of Work	December 2012	25
B	Direct Labor Rates, Indirect	Sept 2013	4

	Rates, and Fixed Fee Matrices		
C	Financial Management Reporting Requirement	August 2013	6
D	Safety and Health Plan	Sept 2013	38
E	RESERVED		
F	IT Security Management Plan	To be submitted within thirty (30) days of contract effective date	TBP
G	Organizational Conflicts of Interest (OCI) Avoidance Plan	December 4, 2014	20
H	Contract Historical Data	To be submitted within 30 days of a written request from the Contracting Officer	2
I	Installation Accountable Government Property List	March 2013	16
J	IT Security Applicable Documents List	June 2014	5
K	Personal Identity Verification (PIV) Card Issuance Procedures	March 2013	4
L	Government Furnished Property	June 2013	5

(End of Clause)

4. All other terms and conditions remain unchanged.

(End of Modification #4)

**ATTACHMENT J**

**INFORMATION TECHNOLOGY (IT) SECURITY  
APPLICABLE DOCUMENTS LIST**

**JUNE 2014**

**CONTRACT NNG15HQ01C**

**Information Technology (IT) Security Applicable Documents List  
June 2014**

<b>NASA Policy Directives (NPD) and NASA Procedural Requirements (NPR)</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
NPR 1382.1	NASA Privacy Procedural Requirements	August 10, 2007
NPD 1382.17H	NASA Privacy Policy	June 24, 2009
NPD 1440.6H	NASA Records Management	March 24, 2008
NPR 1441.1D	NASA Records Retention Schedules (w/Change 5, 6/29/09)	February 24, 2003
NPD 2540.1G	Personal Use of Government Office Equipment Including Information Technology	June 08, 2010
NPD 2800.1B	Managing Information Technology	March 21, 2008
NPR 2800.1B	Managing Information Technology	March 20, 2009
NPD 2810.1D	NASA Information Security Policy	May 9, 2009
NPR 2810.1A	Security of Information Technology w/ Change 1, May 19, 2011)	May 16, 2006
NPD 2830.1A	NASA Enterprise Architecture	November 2, 2011
NPR 2830.1	NASA Enterprise Architecture Procedures	February 9, 2006
NPR 7120.7	NASA Information Technology and Institutional Infrastructure Program and Project Management Requirements	November 3, 2008
NPR 2841.1	Identity, Credential, and Access Management	January 6, 2011

<b>NASA Interim Directive</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
NM2810-64	NASA Interim Directive: Information Technology Security and Efficiency Requirements	May 22, 2008

<b>NASA Interim Technical Requirements (NITR)</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
NITR 2800_2	Email Services and Email Forwarding	September 18, 2009
NITR 2800_1	NASA Information Technology Waiver Requirements and Procedures	August 13, 2009
NITR 2830-1B	Networks in NASA Internet Protocol (IP) Space or NASA Physical Space	February 12, 2009

<b>SOPs (ITS-SOP) and Handbooks (ITS-HBK)</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
ITS-HBK-2810.00-01A	Format and Procedures for an IT Security Handbook	March 29, 2011
ITS-HBK-2810.00-02A	Roles and Responsibilities Crosswalk	May 2, 2013
ITS-HBK-2810.02-01	Security Assessment and Authorization	May 6, 2011
ITS-HBK-2810.02-02	Security Assessment and Authorization: FIPS 199 Moderate & High Systems	October 24, 2012
ITS-HBK-2810.02-03	Security Assessment and Authorization: FIPS 199 Low Systems	October 24, 2012
ITS-HBK-2810.02-04	Security Assessment and Authorization: Continuous Monitoring – Annual Security Control Assessments	October 24, 2012
ITS-HBK-2810.02-05	Security Assessment and Authorization: External Information Systems	October 24, 2012
ITS-HBK-2810.02-06	Security Assessment and Authorization: Extending and Information Systems Authorization to Operate Process and Templates	October 24, 2012

<b>SOPs (ITS-SOP) and Handbooks (ITS-HBK)</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
ITS-HBK-2810.02-07	Security Assessment and Authorization: Information System Security Plan Numbering Schema	February 27, 2012
ITS-HBK-2810.02-08A	Security Assessment and Authorization: Plan of Action and Milestones (POA&M)	December 11, 2013
ITS-HBK-2810.03-01	Planning	May 6, 2011
ITS-HBK-2810.03-02	Planning: Information System Security Plan Template, Requirements, Guidance and Examples	February 9, 2011
ITS-HBK-2810.04-01-A	Risk Assessment: Security Categorization, Risk Assessment, Vulnerability Scanning, Expedited Patching & Organizationally Defined Values	October 12, 2012
ITS-HBK-2810.04-02-A	Risk Assessment: Procedures for Information System Security Penetration Testing and Rules of Engagement	April 30, 2013
ITS-HBK-2810.04-03	Risk Assessment: Web Application Security Program	April 30, 2013
ITS-HBK-2810.05-01	Systems and Service Acquisition	November 21, 2011
ITS-HBK-2810.06-01	Awareness and Training	May 6, 2011
ITS-HBK-2810.07-01	Configuration Management	May 6, 2011
ITS-HBK-2810.08-01	Contingency Planning	April 26, 2012
ITS-HBK-2810.08-02	Contingency Planning: Guidance and Templates for Plan Development, Maintenance and Test	February 11, 2011
ITS-HBK-2810.09-01	Incident Response and Management	May 6, 2011
ITS-HBK-2810.09-02	Incident Response and Management: NASA Information Security Incident Management	August 24, 2011

<b>SOPs (ITS-SOP) and Handbooks (ITS-HBK)</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
ITS-HBK-2810.09-03	Incident Response and Management: Targeted Collection of Electronic Data	August 24, 2011
ITS-HBK-2810.10-01	Maintenance	May 6, 2011
ITS-HBK-2810.11-01-A	Media Protection	July 13, 2012
ITS-HBK-2810.11-02	Media Protection: Digital Media Sanitization	July 13, 2012
ITS-HBK-2810.12-01	Physical and Environmental Protection	May 6, 2011
ITS-HBK-2810.13-01	Personnel Security	May 6, 2011
ITS-HBK-2810.14-01	System and Information Integrity	May 6, 2011
ITS-HBK-2810.15-01-A	Access Control	September 4, 2012
ITS-HBK-2810.15-02-A	Access Control: Elevated Privileges (EP)	September 20, 2012
ITS-HBK-2810.16-01	Audit and Accountability	May 6, 2011
ITS-HBK-2810.17-01	Identification and Authentication	May 6, 2011
ITS-HBK-2810.18-01	System and Communications Protection	May 6, 2011

<b>Standards</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
EA-STD 0001.0	Standard for Integrating Applications into the NASA Access Management, Authentication, and Authorization Infrastructure	August 1, 2008
EA-SOP 0003.0	Procedures for Submitting a NASA Agency Forest (NAF) Deviation Request and Transition Plan	August 1, 2008
EA-SOP 0004.0	Procedures for Submitting an Application Integration Deviation Request and Transition Plan	August 1, 2008

<b>Standards</b>		
<b>Document</b>	<b>Subject</b>	<b>Effective Date</b>
NASA-STD-2804-P	Minimum Interoperability Software Suite	March 14, 2014
NASA-STD-2805-P	Minimum Hardware Configurations	March 14, 2014

<b>Memoranda</b>				
<b>From</b>	<b>To</b>	<b>Subject</b>	<b>Effective Date</b>	<b>Posted Date</b>
Associate Deputy Administrator	All NASA Employees	Breach of Personally Identifiable Information (PII) [Laptop DAR/Encryption]	11/13/12	11/13/12
Charles F. Bolden, Jr., NASA Administrator	All NASA Employees	Protection of Sensitive Agency Information	4/3/2012	4/3/2012
Chief Information Officer	All NASA Civil Service and Contractor Employees	Policy for Use of Removable Media, Such as USB Thumb Drives	11/21/2008	11/21/2008



Contract Number: NNG15HQ01C  
Modification No. 5

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

**Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$6,527,699	\$5,776,165	\$12,303,864

Accounting and Appropriation Data is added as follows:

The funding allotment date is through May 9, 2015.

Purchase Requisition No: 4200542036

All other contract terms and conditions remain unchanged.

End of Modification #5

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 / 3

2. AMENDMENT/MODIFICATION NO. 000006 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (if applicable) \_\_\_\_\_

6. ISSUED BY NASA/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771 CODE GSEC 7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771 CODE GSEC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
9B. DATED (SEE ITEM 11) \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C  
10B. DATED (SEE ITEM 13) 10/27/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers \_\_\_\_\_  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) \_\_\_\_\_

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. \_\_\_\_\_

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). \_\_\_\_\_

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

D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

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

The purpose of this modification is to incorporate clause 1852.204-75 Security Classification Requirements (SEP 1989) and the DD Form 254 Contract Security Classification Specification (Attachment E) dated February 1, 2015 into the contract at no additional cost to the government under section J, List of Attachments. Please see pages 2-3 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Janine Good, Contracts Manager 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ayana A. Briscoe  
Contracting Officer

15B. CONTRACTOR/OFFEROR [Signature] 15C. DATE SIGNED 2/18/15 15B. UNITED STATES OF AMERICA [Signature] 15C. DATE SIGNED 2/18/15

Contract Number: NNG15HQ01C  
Modification No. 6

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

I.25 1852.204-75 Security Classification Requirements. (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Top Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment E.

(End of clause)

2. Section J.1 LIST OF ATTACHMENTS is hereby revised as follows:

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

Attachment	Description	Date	No. of Pages
A	Statement of Work	December 2012	25
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	Sept 2013	4
C	Financial Management Reporting Requirement	August 2013	6
D	Safety and Health Plan	Sept 2013	38
E	DD Form 254 Contract Security Classification Specification	February 1, 2015	3
F	IT Security Management Plan	To be submitted within thirty (30) days of contract effective date	TBP
G	Organizational Conflicts of Interest (OCI) Avoidance Plan	December 4, 2014	20
H	Contract Historical Data	To be submitted within 30 days of a written request from the Contracting Officer	2
I	Installation Accountable Government Property List	March 2013	16
J	IT Security Applicable Documents List	June 2014	5

K	Personal Identity Verification (PIV) Card Issuance Procedures	March 2013	4
L	Government Furnished Property	June 2013	5

(End of clause)

**3. All other terms and conditions remain the same.**

(End of Modification #6)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200541778	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5S009	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	10B. DATED (SEE ITEM 13) 10/27/2014

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
Net Increase: \$2,590,524.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide additional funds in the amount of \$2,590,524 under this contract. See page 2 for details.

002      ADF to NNG15HQ01C      2,590,524.00

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

Contract Number: NNG15HQ01C  
Modification No. 7

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

**Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$12,303,864	\$2,590,524	\$14,894,388

Accounting and Appropriation Data is added as follows:

The funding allotment date is through June 11, 2015.

Purchase Requisition No: 4200541778

All other contract terms and conditions remain unchanged.

End of Modification #7

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSEC	7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSEC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20705-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5S009	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT ORDER NO. NNG15HQ01C	10B. DATED (SEE ITEM 13) 10/27/2014

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 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 18, 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.

is extended.  is not extended.

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

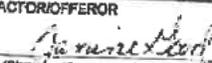
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral modification pursuant to E.O. 13627 (9/25/2012), & Title XVII of Pub. L. 112-239 (1/2/2013)

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

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

The purpose of this modification is to update FAR Clause 52.220-50, Combating Trafficking in Persons (March 2015) and incorporate Information Technology Security Management Plan (Attachment F) dated December 26, 2014 into the contract at no additional cost to the government under section J, List of Attachments. Please see pages 2-3 for details.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Janine Good, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alyana A. Briscoe Contracting Officer
15B. CONTRACTOR/OFFEROR  (Sign, in ink of person authorized to sign)	15C. DATE SIGNED 3/6/15
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/10/15

NSN 7540-01-182-8070  
Previous edition unusable

Contract Number: NNG15HQ01C  
Modification No. 8

1. The following clause is hereby updated in Section I.1 of the contract:

52.222-50 Combating Trafficking In Persons (March 2015)

(End of Clause)

2. Section J.1 LIST OF ATTACHMENTS is hereby revised as follows:

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

Attachment	Description	Date	No. of Pages
A	Statement of Work	December 2012	25
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	Sept 2013	4
C	Financial Management Reporting Requirement	August 2013	6
D	Safety and Health Plan	Sept 2013	38
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F	IT Security Management Plan	December 26, 2014	7
G	Organizational Conflicts of Interest (OCI) Avoidance Plan	December 4, 2014	20
H	Contract Historical Data	To be submitted within 30 days of a written request from the Contracting Officer	2
I	Installation Accountable Government Property List	March 2013	16
J	IT Security Applicable Documents List	June 2014	5
K	Personal Identity Verification (PIV) Card Issuance Procedures	March 2013	4
L	Government Furnished Property	June 2013	5

(End of clause)

**3. All other terms and conditions remain the same.**

(End of Modification #8)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000009

See Block 16C

1 2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

GSFC

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

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

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

SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$1,272,466.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor

is not.

is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

The purpose of this modification is to (1) de-obligate funding in the amount of (\$200.00) and (2) provide additional funds in the amount of \$1,272,666. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

Maria L. McNamee  
CONTRACTING OFFICER  
Maria L. McNamee  
(Signature of Contracting Officer)

3/12/15

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 63.243

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. De-Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	\$14,894,388	(\$200)	\$14,894,188

Accounting and Appropriation Data is added as follows:

Purchase Requisition No: 4200536535

De-obligation: (\$200)

2. Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	\$14,894,188	\$1,272,666	\$16,166,854

Accounting and Appropriation Data is added as follows:

The funding allotment date is through June 7, 2015.

Purchase Requisition No: 4200543644

Obligation: \$1,272,666

All other terms and conditions remains unchanged.

End of Modification #9

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5S009	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	10B. DATED (SEE ITEM 13) 10/27/2014

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Net Increase: \$725,671.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$725,671 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

Ayana A. Briscoe

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ayana Briscoe Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/18/15

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$16,166,854	\$725,671	\$16,892,525

Accounting and Appropriation Data is added as follows:

The funding allotment date is through June 18, 2015.

Purchase Requisition No: 4200545288

Obligation: \$725,671

All other terms and conditions remains unchanged.

End of Modification #10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 000011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	1 17
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than item 6)	5. PROJECT NO. (if applicable)
		CODE GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
CODE 5S009 FACILITY CODE		10A. MODIFICATION OF CONTRACT ORDER NO. NNG15HQ01C	
		10B. DATED (SEE ITEM 13) 10/27/2014	

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 9 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS 1B42.7201 (b) (3)

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

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

The purpose of this modification is to (1) revise clause B.1, Item 4, NASA Financial Management Reporting, (2) revise Clause E.3, (3) revise Clause G.15 and (4) revise Attachment C, Financial Management Reporting Requirements. See pages 2-17 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Janine Good, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arlene Bane
15B. CONTRACTOR/OFFEROR <i>Janine Good</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/3/15
16B. UNITED STATES OF AMERICA <i>Arlene Bane</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/7/15

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-81)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Contract Number: NNG15HQ01C  
 Modification No. 11

1. The following clauses are hereby revised as follows:

**FROM**

**B.1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (JUL 2014)**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As specified in Individual Task Orders Issued
2	Task Plans	Section B GSFC 52.216-91 Section H NFS 1852.216-80	As Required in Clause	NASA Task Order Management System (TOMS)
3	Reports of Work	Section C GSFC 52.235-90 Section H NFS 1852.235-73	As Required in Clause	As Specified in Clause
4	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment C	Monthly and Quarterly in accordance with Attachment C	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office

5	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests—30 days in Advance of Travel Reports— Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
6	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
7	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report due by October 15 and Final Report	NF1018 Electronic Submission System (NESS)
8	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
9	Contract Historical Data	Section H GSFC 52.242-91 Attachment H	30 Days after Contracting Officer Request	Electronic Format/CO
10	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
11	Personnel Authorized to Use Motor Pool Vehicles and	Section G GSFC 52.245-91	20 Days in Advance of Use	Electronic Format/CO
12	NASA Vehicle Reports (GSFC Form 26-5)	Section H GSFC 52.251-90	By the 15 <sup>th</sup> of each Month	Electronic Format/CO and Code 274
13	Federal Automotive Statistical Tool	Section H NFS 1852.223-76	Annually by Oct 15 <sup>th</sup>	<a href="http://fastweb.inel.gov">http://fastweb.inel.gov</a>
14	Reporting of Inventions	Section G NFS	Interim Reports Every 12 Months	Electronic or Hard Copy Format/New Technology

		1852.227-72 Section I FAR 52.227-11	(or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Representative or Patent Representative
15	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment K	10th Calendar Day of the Month As Required	Electronic Format/COR & Code 240
16	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
17	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
18	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
19	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
20	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
21	Affirmative Procurement of Biobased Products	Section I FAR 52.223-2	Annually by October 31 and Final Report	<a href="http://netsdata.grc.nasa.gov/">http://netsdata.grc.nasa.gov/</a>
22	Service Contract Reporting	Section I FAR 52.204-15  <b>Note: Clause 52.204-15 was incorporated into contract</b>	Annually by October 31 and Revisions, if needed, by November 30	<a href="http://www.sam.gov">www.sam.gov</a>

		<b>via modification 2</b>		
23	Notice of Estimated Cost Increases	Section B GSFC 52.232-94	No later than 115 days before the incurred costs are expected to exceed the estimated cost	Electronic Format/CO, COR and TM
24	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving & Inspection

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 1 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 2-24, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

**TO:**

**B.1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (JUL 2014)**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As specified in Individual Task Orders Issued

2	Task Plans	Section B GSFC 52.216-91 Section H NFS 1852.216-80	As Required in Clause	NASA Task Order Management System (TOMS)
3	Reports of Work	Section C GSFC 52.235-90 Section H NFS 1852.235-73	As Required in Clause	As Specified in Clause
4	NASA Financial Management Reporting (533M)	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment C	Monthly in accordance with Attachment C	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
5	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests-30 days in Advance of Travel Reports- Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
6	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
7	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report due by October 15 and Final Report	NF1018 Electronic Submission System (NESS)
8	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
9	Contract Historical Data	Section H GSFC 52.242-91 Attachment	30 Days after Contracting Officer Request	Electronic Format/CO

		H		
10	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
11	Personnel Authorized to Use Motor Pool Vehicles and	Section G GSFC 52.245-91	20 Days in Advance of Use	Electronic Format/CO
12	NASA Vehicle Reports (GSFC Form 26-5)	Section H GSFC 52.251-90	By the 15 <sup>th</sup> of each Month	Electronic Format/CO and Code 274
13	Federal Automotive Statistical Tool	Section H NFS 1852.223-76	Annually by Oct 15 <sup>th</sup>	<a href="http://fastweb.incl.gov">http://fastweb.incl.gov</a>
14	Reporting of Inventions	Section G NFS 1852.227-72 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
15	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment K	10 <sup>th</sup> Calendar Day of the Month As Required	Electronic Format/COR & Code 240
16	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
17	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
18	Subcontract	Section I	30 Days Prior to	Electronic or Hard Copy

	Notification	FAR 52.244-2	Subcontract Award Date	Format/CO
19	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
20	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
21	Affirmative Procurement of Biobased Products	Section I FAR 52.223- 2	Annually by October 31 and Final Report	<a href="http://netsdata.grc.nasa.gov/">http://netsdata.grc.nasa.gov/</a>
22	Service Contract Reporting	Section I FAR 52.204- 15  <b>Note: Clause 52.204-15 was incorporated into contract via modification 2</b>	Annually by October 31 and Revisions, if needed, by November 30	<a href="http://www.sam.gov">www.sam.gov</a>
23	Notice of Estimated Cost Increases	Section B GSFC 52.232-94	No later than 115 days before the incurred costs are expected to exceed the estimated cost	Electronic Format/CO, COR and TM
24	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving & Inspection

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 1 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 2-24, unless specified (electronic

format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

**FROM:**

**E.3 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Authorized Item	Location	Representative
Monthly Reports	GSFC	Contracting Officer (CO), Contracting Officer's Representative (COR), Task Monitor (TM)
Notice of Estimated Cost Increases	GSFC	CO, COR, TM
Final Report	GSFC	CO, COR, TM
Foreign Travel Requests and Foreign Travel Reports	GSFC	CO
NASA Financial Management Reports (533M and 533Q))	GSFC	CO, COR, Resource Analyst (RA), Finance Office (Code 155.0)
Requests for Government Property	GSFC	CO
New Technology Reports	GSFC	New Technology Representative
Safety and Health Report	GSFC	CO and Code 350
Personal Identity Verification Documentation and Report	GSFC	COR and Code 240
Equal Opportunity Reports	GSFC	CO
Insurance Notification	GSFC	CO
Subcontract Notification	GSFC	CO
IT Security Management Plan	GSFC	CO
Contract Historical Data	GSFC	CO
Capital Personal Property Report	GSFC	CO and Property Administrator, NASA Industrial Property Office.

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

**TO:**

**E.3 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Authorized Item	Location	Representative
Monthly Reports	GSFC	Contracting Officer (CO), Contracting Officer's Representative (COR), Task Monitor (TM)
Notice of Estimated Cost Increases	GSFC	CO, COR, TM
Final Report	GSFC	CO, COR, TM
Foreign Travel Requests and Foreign Travel Reports	GSFC	CO
NASA Financial Management Reporting (533M)	GSFC	CO, COR, Resource Analyst (RA), Finance Office (Code 155.0)
Requests for Government Property	GSFC	CO
New Technology Reports	GSFC	New Technology Representative
Safety and Health Report	GSFC	CO and Code 350
Personal Identity Verification Documentation and Report	GSFC	COR and Code 240
Equal Opportunity Reports	GSFC	CO
Insurance Notification	GSFC	CO
Subcontract Notification	GSFC	CO
IT Security Management Plan	GSFC	CO
Contract Historical Data	GSFC	CO
Capital Personal Property Report	GSFC	CO and Property Administrator, NASA

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

**FROM:**

**G.15 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

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

Distribution shall be as follows:

Contract Specialist, Code 210.5  
Tiffanie.C.Ferrell@nasa.gov

Contracting Officer, Code 210.5  
E-Mail: Ayana.A.Briscoe@nasa.gov

Contracting Officer's Representative, 610W  
E-Mail: John.R.Moisan@nasa.gov

Resources Analyst, Code 603  
E-Mail: Ronette.M.Barnes@nasa.gov

E-Mail: [GSFC-rfocateam@lists.nasa.gov](mailto:GSFC-rfocateam@lists.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

**TO:**

**G.15 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are not required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

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

Distribution shall be as follows:

Contract Specialist, Code 210.5  
Tiffanie.C.Ferrell@nasa.gov

Contracting Officer, Code 210.5  
E-Mail: Ayana.A.Briscoe@nasa.gov

Contracting Officer's Representative, 610W  
E-Mail: John.R.Moisan@nasa.gov

Resources Analyst, Code 603  
E-Mail: Ronette.M.Barnes@nasa.gov

E-Mail: [GSFC-rfocateam@lists.nasa.gov](mailto:GSFC-rfocateam@lists.nasa.gov)

Administrative Contracting Officer (if delegated)

(End of clause)

**2. Section J, List of Attachments, Attachment C, Financial Management Reporting Requirements is hereby revised as follows:**

General

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedural Requirements NPR 9501.2E entitled "NASA Contractor Financial Management Reporting, dated May 27, 2011, and additional instructions issued by the Contracting Officer.

**a. Level of Detail**

An individual 533 Report shall be provided for each Task Order at Work Breakdown Structure (WBS) Level 3 and a cumulative 533 sheet summarizing all Task Orders issued. The reports shall contain a breakdown of each service area by the elements of cost listed below.

**b. Distribution**

The Contractor shall distribute 533 reports to each addressee indicated in the Basic Contract Clause G.2 "Financial Management Reporting."

After the initial report, the NF 533M reports shall be distributed not later than the tenth (10<sup>th</sup>) working day following the close of the contractors' monthly accounting period.

**c. Reporting Requirements**

Each report sheet shall provide costs data for reporting categories presented below:

**1. Prime Direct Labor Hours:**

Onsite  
(List applicable labor categories)

Offsite  
(List applicable labor categories)

Total Direct Labor Hours Onsite  
Total Direct Labor Hours Offsite  
Total Prime Direct Labor Hours

2. Subcontractor Direct Labor Hours:

Onsite  
(List applicable labor categories)

Offsite  
(List applicable labor categories)

Total Direct Labor Hours Onsite  
Total Direct Labor Hours Offsite  
Total Subcontractor Direct Labor Hours

3. Prime Direct Labor Dollars:

Onsite  
(List according to applicable labor categories)

Offsite  
(List according to applicable labor categories)

Total Direct Labor Dollars Onsite  
Total Direct Labor Dollars Offsite  
Total Prime Direct Labor Dollars

4. Overhead Expenses:

Onsite Overhead  
Offsite Overhead  
Total Prime Overhead

5. Other Direct Costs (ODCs):

- a. Subcontracts (list separately)
- b. Material
- c. Travel
- d. Other (specify)

Total ODCs

6. Subtotal (Labor, Overhead & ODCs)

7. G&A Expense

8. Total Estimated Cost

9. Fixed Fee

10. Total Cost-Plus-Fixed-Fee (CPFF)

d. Other Special Reports

The Contractor shall submit, as required, special cost or labor reports either in the areas of actuals, projections or both. These reports may take the form of labor, overhead, other direct charges, billing analyses or other business information. When required, specific instructions will be provided by the Contracting Officer.

e. Additional Requirements

1. The Contractor shall submit a financial summary containing a one-line summary for all tasks on the contracts. This financial summary shall be inserted before the summary 533 sheet. It shall include the following columns:

Task Number  
Status (active or expired) Current Month Actual \$  
Current Month Plan \$  
Cumulative to Date Actual \$  
Cumulative to Date Planned \$  
Estimated Cost Next Month Planned \$  
Cumulative to Date Actual \$ Plus next Month planned \$  
Estimated Cost 2<sup>nd</sup> Month Planned \$  
Estimated Cost – Balance of Contract  
Estimated Final Cost – Contractor Estimate  
Estimated Final Cost – Contract Value  
Cumulative to Date Planned Hours

Cumulative to Date Actual Hours  
Cumulative to Date Actual On-site Hours (Including Subs)  
Cumulative to Date Actual Off-site Hours (Including Subs)

\*Any changes to this format will be addressed after contract award.

The Contractor shall submit a financial summary containing a one line summary for all tasks on the contract. This financial summary shall be submitted along with the monthly 533. It shall include the following columns:

Task Number  
Valid Period of Performance as of 533 Accounting Period.  
Cumulative Cost – Contract Year 1  
Cumulative Cost – Contract Year 2  
Cumulative Cost – Contract Year 3  
Cumulative Cost – Contract Year 4  
Cumulative Cost – Contract Year 5  
Cumulative Cost – Total Contract  
Approved Plan – Contract Year 1  
Approved Plan – Contract Year 2  
Approved Plan – Contract Year 3  
Approved Plan – Contract Year 4  
Approved Plan – Contract Year 5  
Total Contract Value

Note\*\*For the current 533 Period always show Cumulative to Date + next two month plans, and an Estimate to Complete for the Contract.

2. The summary and detailed 533 sheets shall be submitted electronically in Excel Format (version 2007).

#### **Supplemental Contractor Financial Management Reporting Requirements**

These requirements supplement the Contractor Financial Management Reporting requirements set forth elsewhere in the contract and in NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting.

At the beginning of the contract and the beginning of each calendar year (January 1), the prime contractor shall provide its accounting calendar and those of all significant subcontractors.

The Contractor shall include a narrative explanation for variances exceeding plus or minus 10 percent between estimated costs and total labor hours (prime and significant subcontracts) shown in the prior month and actual costs and actual total labor hours shown in the current month at the

task order level. (For example, the estimated costs shown for June in column 8.a in the May NF 533M and the actual June costs shown in column 7.a in the June NF 533M.

Narrative explanation shall address the following:

- Cause of Problem -
  - Isolate significant variances
  - Discuss cost and schedule variances separately
  - Clearly identify reason for the variance
- Impact upon Project -
  - Describe specific technical, schedule and cost impacts
  - Revise and justify Estimate at Completion and/or Estimated Completion Date
- Corrective Action Planning -
  - Describe specific actions being taken or to be taken to alleviate or minimize impact of the problem
  - Include individual(s) or organization responsible for required actions
  - Include schedules for actions and get-well dates
  - If no corrective action is possible, explain why
  - Include results of corrective plans included in prior narrative remarks
- Emphasis on quantitative, not qualitative
- Emphasis on the specific, not the general
- Emphasis on specific problems, not all problems

**3. All other terms and conditions remain unchanged.**

(End of Modification #11)

**AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000012

See Block 16C

PR 4200546407

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

GSFC

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

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

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

SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PR: 4200546407

B/NC: GEG

Net Increase:

\$5,657,511.88

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide additional funds in the amount of \$5,657,511.88 under this contract. See page 2 for details.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

~~Makara K. Neville~~

MARIA L. MCNAMEE  
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

*Maria L. McNamee*

(Signature of Contracting Officer)

4/22/2015

NSN 7540-01-152-8070  
Previous edition unusable

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

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

**1. Deobligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$16,892,525.00	-\$10,000.00	\$16,882,525.00

**2. Obligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$16,882,525.00	\$5,667,511.88	\$22,550,036.88

The current revised level of funding shall provide for the continuation of contract performance through August 9, 2015.

**3. The Accounting and Appropriation data is revised as follows:**

PR: 4200546407                      PR: 4200545288  
 Amount: \$5,667,511.88            Amount: -\$10,000

The total obligated amount as a result of this funding action is \$5,657,511.88

**4. All other terms and conditions of the contract remain unchanged.**

End of Modification #12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 000013		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSEFC	5. PROJECT NO. (if applicable)		
		7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSEFC	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 55009 FACILITY CODE		9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C
		10B. DATED (SEE ITEM 13) 10/27/2014

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 must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
Net Decrease: ~\$136,953.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to de-obligate funding in the amount of (\$136,953) under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Janine Good, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alakara K. Nevins
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/14/15
	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 5/15/15

Contract Number: NNG15HQ01C  
Modification No. 13

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **De-obligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	\$22,550,036.88	(\$136,953)	\$22,413,083.88

2. The Accounting and Appropriation data is revised as follows:

Purchase Requisition No: 4200454034  
De-obligation: (\$127,651)  
Purchase Requisition No: 4200546407  
De-obligation: (\$6,755)  
Purchase Requisition No: 4200454034  
De-obligation: (\$2,546)  
Purchase Requisition No: 4200454034  
De-obligation: (\$1.00)

The total de-obligated amount is (\$136,953).

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

End of Modification #13

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)		
CODE 58009 FACILITY CODE:		9A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C 9B. DATED (SEE ITEM 13) 10/27/2014		
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  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 Net Increase: \$3,148,437.02

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$3,148,437.02 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Makara K. Nevils		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 5/19/15
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Contract Number: NNG15HQ01C  
Modification No. 14

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$22,413,083.88</b>	<b>\$3,148,437.02</b>	<b>\$25,561,520.90</b>

2. The Accounting and Appropriation data is revised as follows:

The funding allotment date is through September 8, 2015.

Purchase Requisition No: 4200551393

Obligation: \$3,148,437.02

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

End of Modification #14

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000015		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC		5. PROJECT NO. (If applicable)	
7. ADMINISTERED BY (If other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212				(x) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	
				10B. DATED (SEE ITEM 13) 10/27/2014	
CODE 5S009		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 must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

Net Increase: \$1,297,544.77

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

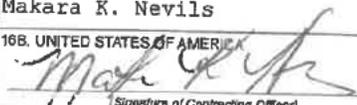
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$1,297,544.77 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Makara K. Nevils	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Signature of Contracting Officer	16C. DATE SIGNED 6/15/15

Contract Number: NNG15HQ01C  
Modification No. 15

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. De-Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$25,561,520.90</b>	<b>(\$195,669)</b>	<b>\$25,365,851.90</b>

Accounting and Appropriation Data is revised as follows:

Purchase Requisition No: 4200545285  
De-obligation: (\$88,800)

Purchase Requisition No: 4200551393  
De-obligation: (\$106,869)

2. Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$25,365,851.90</b>	<b>\$1,493,213.77</b>	<b>\$26,859,065.67</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through September 18, 2015.

Purchase Requisition No: 4200552634  
Obligation: \$1,493,213.77

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

End of Modification #15

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (if other than item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5S009	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	10B. DATED (SEE ITEM 13) 10/27/2014

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
Net Increase: \$901,246.00

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

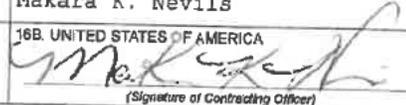
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$901,246.00 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Makara K. Nevils
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 6/29/15

Contract Number: NNG15HQ01C  
Modification No. 16

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	<b>\$26,859,065.67</b>	<b>\$901,246.00</b>	<b>\$27,760,311.67</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through September 25, 2015.

Purchase Requisition No: 4200555791

Obligation: \$901,246.00

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

End of Modification #16

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 000017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200557221	1   2
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5S009	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	10B. DATED (SEE ITEM 13) 10/27/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
Net Increase: \$2,416,148.32

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$2,416,148.32 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	<i>Kiana L. McNamee</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	7/15/2015

Contract Number: NNG15HQ01C  
Modification No. 17

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$27,760,311.67	\$2,416,148.32	\$30,176,459.99

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through October 17, 2015.

Purchase Requisition No: 4200557221

Obligation: \$2,416,148.32

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

End of Modification #17

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000018		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200561224	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6)		CODE	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE		GSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(X)			
CODE 5S009		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	
				10B. DATED (SEE ITEM 13) 10/27/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
Net Increase: \$2,947,135.56					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

The purpose of this modification is to provide additional funds in the amount of \$2,947,135.56 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Makara K. Nevils	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)			
		16B. UNITED STATES OF AMERICA	
		16C. DATE SIGNED	
		8/13/15	
		(Signature of Contracting Officer)	

Contract Number: NNG15HQJ1C  
Modification No. 18

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. De-Obligate

	FROM	BY	TO
COST	(b) (4)		
FEE			
TOTAL	\$30,176,459.99	(\$63,870.00)	\$30,112,589.99

Accounting and Appropriation Data is revised as follows:

Purchase Requisition No: 4200557221  
De-obligation: (\$63,870.00)

2. Obligate

	FROM	BY	TO
COST	(b) (4)		
FEE			
TOTAL	\$30,112,589.99	\$3,011,005.56	\$33,123,595.55

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through November 23, 2015.

Purchase Requisition No: 4200561224  
Obligation: \$3,011,005.56

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

End of Modification #18

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000019

See Block 16C

4200562874

6. ISSUED BY

CODE

G5FC

7. ADMINISTERED BY (If other than Item 6)

CODE

G5FC

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

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

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

SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

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 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.

is extended.  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$2,396,733.01

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$2,396,733.01 under this contract. See page 2 for details.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Makara K. Nevils

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

Contract Number: NNG15HQ01C  
Modification No. 19

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$33,123,595.55</b>	<b>\$2,396,733.01</b>	<b>\$35,520,328.56</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through December 26, 2015.

Purchase Requisition No: 4200562874

Obligation: \$2,396,733.01

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

End of Modification #19

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 000020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200567053	1 2
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5S009 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	
		10B. DATED (SEE ITEM 13) 10/27/2014	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Net Increase: \$312,484.00

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

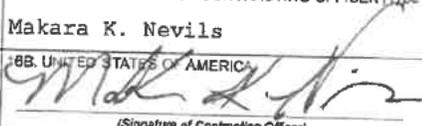
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$312,484.00 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Makara K. Nevils
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 9/29/15

Contract Number: NNG15HQ61C  
Modification No. 20

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	\$35,520,328.56	\$312,484.00	\$35,832,812.56

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through January 12, 2016.

Purchase Requisition No: 4200567053  
Obligation: \$312,484.00

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

End of Modification #20

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000021

See Block 16C

4200561808

1 2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

GSFC

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

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

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

SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$4,571,459.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$4,571,459.00 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Makara K. Nevils

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

10/29/2015

NSN 7540-01-152-8070  
Previous edition unusable

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

Contract Number: NNG15HQ01C  
Modification No. 21

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	FROM	BY	TO
<b>COST</b>	b) (4)		
<b>FEE</b>	b) (4)		
<b>TOTAL</b>	<b>\$35,832,812.56</b>	<b>\$4,571,459.00</b>	<b>\$40,404,271.56</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through March 1, 2016.

Purchase Requisition No: 4200561808  
Obligation: \$4,571,459.00

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

End of Modification #21

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 000022		3. EFFECTIVE DATE See Block 16C	1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
			7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
CODE 5S009			FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	
				10B. DATED (SEE ITEM 13) 10/27/2014	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: \$1,359,407.01

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$1,359,407.01 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Makara K. Nevils
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 11/19/2015

Contract Number: NNG15HQ01C  
Modification No. 22

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	<b>\$40,404,271.56</b>	<b>\$1,359,407.01</b>	<b>\$41,763,678.57</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through March 17, 2016.

Purchase Requisition No: 4200569598

Obligation: \$417,321.00

Purchase Requisition No: 4200569599

Obligation: \$942,086.01

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

End of Modification #22

**OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/NO. MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

GSEFC

CODE

GSEFC

A/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771

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

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

SCIENCE SYSTEMS AND APPLICATIONS, INC.  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

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 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.

is extended.  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$2,170,731.72

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)  
FAR 52.232-22 Limitation of Funds

X

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

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

The purpose of this modification is to provide additional funds in the amount of \$2,170,731.72 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Makara K. Nevils

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

12/17/2015

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. De-obligate

	FROM	BY	TO
COST	(b) (4)		
FEE			
TOTAL	\$41,763,678.57	(\$1,851.00)	\$41,761,827.57

Accounting and Appropriation Data is revised as follows:

Purchase Requisition No: 4200561808  
De-obligation: (\$1,851.00)

2. Obligate

	FROM	BY	TO
COST	(b) (4)		
FEE			
TOTAL	\$41,761,827.57	\$2,172,582.72	\$43,934,410.29

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through April 10, 2016.

Purchase Requisition No: 420057259  
Obligation: \$480,023.99  
Purchase Requisition No: 420057232  
Obligation: \$1,692,558.73

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

End of Modification #23

**SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
 2. PAGE OF PAGES  
 1 2

MODIFICATION NO.  
 3. EFFECTIVE DATE  
 See Block 16C  
 CODE GSFC

4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (if applicable)

7. ADMINISTERED BY (if other than Item 6)  
 CODE GSFC  
 NASA/Goddard Space Flight Center  
 Procurement Operations Division  
 Greenbelt MD 20771

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 SCIENCE SYSTEMS AND APPLICATIONS, INC.  
 10210 GREENBELT RD STE 400  
 LANHAM MD 20706-6212

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 NNG15HQ01C

10B. DATED (SEE ITEM 13)  
 10/27/2014

CODE 5S009 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 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 9 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.

is extended.  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 Net Increase: \$1,983,161.00

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

- CHECK ONE
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
  - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
  - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
  - D. OTHER (Specify type of modification and authority)  
 FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$1,983,161.00 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Makara K. Nevils  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 01/19/2016

NSN 7540-01-152-8070  
 Previous edition unusable

Contract Number: NNG15HQ01C  
Modification No. 24

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	FROM	BY	TO
<b>COST</b>	b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$43,934,410.29</b>	<b>\$1,983,161.00</b>	<b>\$45,917,571.29</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through May 2, 2016.

Purchase Requisition No: 4200574508

Obligation: \$556,559.00

Purchase Requisition No: 4200574521

Obligation: \$1,426,602.00

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

End of Modification #24

**LICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. SOLICITATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. CODE

GSEFC

7. ADMINISTERED BY (If other than item 6) CODE GSEFC

Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771

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

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

DEFENCE SYSTEMS AND APPLICATIONS, INC.  
1210 GREENBELT RD STE 400  
GREENBELT MD 20706-6212

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x. 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

11. CODE 5S009

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$6,291,821.95

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$6,291,821.95 under this contract. See page 2 for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Makara K. Nevils

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

02/18/2016

NSN 7540-01-152-8070  
Previous edition unusable

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

Contract Number: NNG15HQ01C  
Modification No. 25

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. Obligate

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$45,917,571.29</b>	<b>\$6,291,821.95</b>	<b>\$52,209,393.24</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through July 1, 2016.

Purchase Requisition No: 4200576103

Obligation: \$6,291,821.95

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

End of Modification #25

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000026		3. EFFECTIVE DATE 03/17/2016		4. PROVISION/PURCHASE REG. NO. 420057903Z	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		6. PROJECT NO. (if applicable)		7. ACQUISITION BY (if other than item 5) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	
8. NAME AND ADDRESS OF CONTRACTOR (job, street, county, state and ZIP Code) SSAI 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		9. AMENDMENT OF SOLICITATION NO.		10. DATED (SEE ITEM 10)	
11. CODE 59005		12. SPECIFICATION OF CONTRACT ORDER NO. NBS15601C		13. DATED (SEE ITEM 13) 10/27/2014	

14. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is awarded as set forth in item 14. The hour and date specified for receipt of offers shall be extended  or not extended . Offer 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 certifying item 8 and 15, and returning copies of the amendment by the awarding agency of this amendment on each copy of the offer submitted; or (b) by separate letter or telegram which includes 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. The value of this amendment you desire to change on offer already submitted, cost charge may accrue by telegram or letter, provided such telegram or letter refers to the solicitation and this amendment, and is received prior to the specified hour and date specified.

15. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

Net Increase: \$4,342,219.96

16. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT DESCRIBES THE CONTRACT/ORDER, AS CHANGED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify order #) 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 to pricing office, acquisition data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.106(a).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

17. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

18. DESCRIPTION OF AMENDMENT/MODIFICATION (Governed by UCF action headings, including contract/order number where feasible.)

The purpose of this modification is to provide additional funds in the amount of \$4,342,219.90 under this contract.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 8B, as hereinafter changed, remain unchanged and in full force and effect.

19A. NAME AND TITLE OF SIGNER (Type or print)		19B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
19C. CONTRACTOR/OFFEROR		19D. DATE SIGNED	
19E. DATE SIGNED		19F. DATE SIGNED	

19A. NAME AND TITLE OF SIGNER (Type or print): *Nehara K. Sewils*

19B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): *Nehara K. Sewils*

19C. CONTRACTOR/OFFEROR: *SSAI*

19D. DATE SIGNED: *03/17/2016*

19E. DATE SIGNED: \_\_\_\_\_

19F. DATE SIGNED: *03/17/2016*

NSN 7540-01-152-8090  
Previous edition unusable

STANDARD FORM NO. 32 (REV. 10-63)  
Prescribed by GSA  
FPMR (41 CFR) 101-11.6

Contract Number: NNG15HQ01C  
Modification No. 26

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$52,209,393.24</b>	<b>\$4,342,219.90</b>	<b>\$56,551,613.14</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through August 20, 2016

Purchase Requisition No: 4200579092

Obligation: \$4,342,219.90

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

End of Modification #26

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000027

04/21/2016

4200583327

6. ISSUED BY

CODE

GSEC

7. ADMINISTERED BY (If other than Item 6)

CODE

GSEC

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

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

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

SSAI  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$4,652,807.00

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$4,652,807.00 under this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Darlene Harkins

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

*Darlene Harkins*  
(Signature of Contracting Officer)

04/21/2016

NSN 7540-01-152-8070  
Previous edition unusable

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

Contract Number: NNG15HQ01C  
Modification No. 27

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	b) (4)		
<b>FEE</b>	b) (4)		
<b>TOTAL</b>	<b>\$56,551,613.14</b>	<b>\$4,652,807.00</b>	<b>\$61,204,420.14</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through September 22, 2016

Purchase Requisition No: 4200583327

Obligation: \$4,652,807.00

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

End of Modification #27

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000028

05/16/2016

4200587400

1

2

6. ISSUED BY

CODE

GSFC

7. ADMINISTERED BY (If other than Item 6)

CODE

GSFC

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

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

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

SSAI  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNG15HQ01C

10B. DATED (SEE ITEM 13)

10/27/2014

CODE 5S009

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$3,683,768.00

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$3,683,768.00 under this contract.

See page 2 accordingly,

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Darlene Harkins

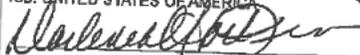
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)



05/16/2016

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

Contract Number: NNG15HQ01C  
Modification No. 28

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **De-obligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$61,204,420.14</b>	<b>(\$2,597.00)</b>	<b>\$61,201,823.14</b>

Accounting and Appropriation Data is revised as follows:

Purchase Requisition No: 4200579092  
De-obligation: (\$2,597.00)

2. **Obligate**

	FROM	BY	TO
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$61,201,823.14</b>	<b>\$3,686,365.00</b>	<b>\$64,888,188.14</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through October 22, 2016.

Purchase Requisition No: 4200587400  
Obligation: \$3,683,768.00

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

End of Modification #28

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 000029  
3. EFFECTIVE DATE 06/21/2016  
4. REQUISITION/PURCHASE REQ. NO. 4200589755  
5. PROJECT NO. (If applicable) 1 2

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

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

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

SSAI  
10210 GREENBELT RD STE 400  
LANHAM MD 20706-6212

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C

10B. DATED (SEE ITEM 13) 10/27/2014

CODE 5S009 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$1,871,201.00

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

- CHECK ONE
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
  - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
  - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
  - D. OTHER (Specify type of modification and authority)  
X FAR 52.232-22 Limitation of Funds

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide additional funds in the amount of \$1,871,201.00 under this contract.

See page 2 accordingly,

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
16C. DATE SIGNED

Contract Number: NNG15HQ01C  
Modification No. 29

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>			
<b>TOTAL</b>	<b>\$64,888,188.14</b>	<b>\$1,871,201.00</b>	<b>\$66,759,389.14</b>

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through October 27, 2016.

Purchase Requisition No: 4200589755

Obligation: \$1,871,201.00

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

End of Modification #29

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000030	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SSAI 10210 GREENBELT RD STE 400 LANHAM MD 20706-6212		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5S009	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG15HQ01C	10B. DATED (SEE ITEM 13) 10/27/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
Net Increase: \$3,417,431.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

The purpose of this modification is to provide additional funds in the amount of \$3,417,431.00 under this contract.

See page 2 accordingly,

15A. NAME AND TITLE OF SIGNER (Type or print) Ayana A. Briscoe		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ayana Briscoe Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 07/15/2016

Contract Number: NNG15HQ01C  
Modification No. 30

Clause B.6 Contract Funding (1852.232-81) (June 1990) is revised to read as follows:

1. **Obligate**

	<b>FROM</b>	<b>BY</b>	<b>TO</b>
<b>COST</b>	(b) (4)		
<b>FEE</b>	(b) (4)		
<b>TOTAL</b>	\$66,759,389.14	\$3,417,431.00	\$70,176,820.14

Accounting and Appropriation Data is revised as follows:

The funding allotment date is through November 19, 2016

Purchase Requisition No: 4200592860

Obligation: \$3,417,431.00

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

End of Modification #30