

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 111	3. EFFECTIVE DATE April 26, 2007	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
CODE CAGE- 0T5L1 FACILITY CODE SAP- 103429			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C
			10B. DATED (SEE ITEM 13) 1/1/04

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

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

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

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

	Negotiated Estimated Cost	Base Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$709,605,359	\$35,126	\$28,307,778	\$12,413,520	\$750,361,783	\$684,249,223
This Modification	\$72,049	\$0	\$0	\$4,323	\$76,372	\$0
Rev. Base Total	\$709,677,408	\$35,126	\$28,307,778	\$12,417,843	\$750,438,155	\$684,249,223

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

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

15A. NAME AND TITLE OF SIGNER (Type or print) Jill C. Watkins, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED April 25, 2007	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED April 26, 2007
/s/ Jill C. Watkins (Signature of person authorized to sign)		BY /s/ Jeffrey S. Jackson (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to definitize SAIC proposal SAIC-P-034 entitled "UNITEs Goddard Space Flight Center (GSFC) Information Technology Communications Directorate (ITCD) Support" and dated April 16, 2007. This proposal was submitted in response to NASA/MSFC letter Request for Proposal PS31-J/AA02C-07-249 dated March 19, 2007. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total potential Estimated Cost (including unexercised options) is increased by \$743,731. This increase consists of \$72,049 (from \$206,813,331 to \$206,885,380) for Option Year 1 as reflected in paragraph (a) and as CLIN 003 in paragraph (b), and by \$671,681 (from \$193,594,984 to \$194,266,665) for Option Year 2 as reflected in CLIN 005 in paragraph (b). The total Potential Award Fee (including unexercised options) is increased by \$44,624. This increase consists of \$4,323 (from \$12,413,520 to \$12,417,843) for Option Year 1 reflected in paragraph (a) and as CLIN 003 in paragraph (b), and \$40,301 (from \$11,620,418 to \$11,660,719) for Option Year 2 reflected as CLIN 005 in paragraph (b). These amounts are based on the following breakouts:

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>	
10/01/07 - 12/31/07	\$72,049	\$4,323	= \$ 76,372

Paragraph (b)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>	
CLIN 003	\$ 72,049	\$ 4,323	= \$ 76,372
CLIN 005	<u>\$671,681</u>	<u>\$40,301</u>	= <u>\$711,982</u>
TOTAL	\$743,731	\$44,624	= \$788,355

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.

- C. Under Section B, Clause B.6, Contract Funding, an amount of \$3,458 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 80% of the Potential Award Fee for the periods 1/1/07 to 6/30/07 and 7/1/07 to 12/31/07. Contractor billing of provisional award fee for any period shall not exceed 80% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITeS Fee Determination Official. This action will not result in a revised coverage date.
- D. Attachment J-1, Performance Work Statement, is revised to incorporate the additional effort as PWS 3.16, Information Technology Communications Directorate (ITCD) Support, page J-1-54.
- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposal for "UNITeS Goddard Space Flight Center (GSFC) Information Technology Communications Directorate (ITCD) Support." It is noted that the definitized amount exceeds \$550,000 and adjusts the associated subcontract amounts. This plan is not numbered but is incorporated as part of Attachment J-7. Future subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement, if applicable. Therefore, the cumulative value page of each supplement will also reflect definitization of these proposals.
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$76,372 (from \$750,361,783 to \$750,438,155) in recognition of the actions taken in (A) above.

G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2 (Mod. 110)
B-3 (Mod. 110)
B-5 (Mod. 110)
B-8 (Mod. 110)
J-1-iii (Mod. 77)
J-1-iv (Mod. 108)
J-1-54 (Mod. 94)

Page(s) Added

B-2 (Mod. 111)
B-3 (Mod. 111)
B-5 (Mod. 111)
B-8 (Mod. 111)
J-1-iii (Mod. 111)
J-1-iv (Mod. 111)
J-1-54 (Mod. 111)
J-7, Supplement 21 (Mod. 111)

H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment."

Contract
Change Identification

NASA/MSFC
letter Request for Proposal
PS31-J/AA02C-07-249
dated March 19, 2007

Modification No. 111

Contractor
Proposal Number

SAIC proposal
SAIC-P-034
dated April 16, 2007
and submitted via SAIC letter
SAIC-07-074 dated
April 16, 2007

I. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318		\$5,162,909	\$0
Base Year 3	1/1/06-6/30/06	\$ 94,048,190		\$5,301,669	\$0
Base Year 3	7/1/06 - 12/31/06	\$ 95,560,482	\$35,126	\$5,385,246	\$0
TOTAL Base		\$502,792,028		\$28,307,778	\$0
Option Year 1	1/1/07-6/30/07	\$102,889,007			\$ 6,175,699 AF (\$4,693,531 SF) (\$1,482,168 OF)
Option Year 1	7/1/07 - 12/31/07	\$103,996,373			\$ 6,242,144 AF (\$4,744,029 SF) (\$1,498,115 OF)
TOTAL Opt. 1		\$206,885,380			\$12,417,843
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL	\$709,677,408	\$35,126	\$28,307,778	\$12,417,843

* AF denotes Award Fee
 ** SF denotes Subjective Fee
 ***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001****	1	Job	\$502,792,028	\$28,342,904
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

****The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				

003*	1	Job	\$206,885,380	\$12,417,843 AF (\$9,437,561 SF) (\$2,980,282 OF)
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	Estimated Amount	Maximum Amount
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004*/**	1	ID/R	\$0	\$500,000 (Exercised)
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* No costs against CLINS 003 and 004 shall be expended prior to 1/1/07.
 **The actual value of CLIN 004 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Unexercised)				

005	1	Job	\$194,266,665	\$11,660,719 AF (\$8,862,146 SF) (\$2,798,573 OF)
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	Estimated Amount	Maximum Amount
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006	1	ID/R	\$0	\$500,000 (Unexercised)
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(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04		\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04		\$2,426,056	\$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF)** (\$617,436 OF)***
Base Year 1	7/1/04 - 12/31/04		\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05		\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05		\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06		\$5,301,669	\$ 5,645,252 AF (\$4,290,392 SF) (\$1,354,860 OF)
Base Year 3	7/1/06 - 12/31/06	\$35,126	\$5,385,246	\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
Option Year 1	1/1/07-6/30/07			\$ 6,175,699 AF (\$4,693,531 SF) (\$1,482,168 OF)
Option Year 1	7/1/07 - 12/31/07			\$ 6,242,144 AF (\$4,744,029 SF) (\$1,498,115 OF)
Option Year 2	1/1/08-6/30/08			
Option Year 2	7/1/08 - 12/31/08			

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

(b)(4)



B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

(b)(4)

(End of clause)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$645,972,045. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through September 25, 2007.

(b) An additional amount of \$38,277,178 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$645,975,503	(\$3,458)	\$645,972,045
Base Fee	\$35,126	\$0	\$35,126
Provisional Award Fee (Funded at 80%)	\$9,930,816	\$3,458	\$9,934,274
Award Fee Earned	<u>\$28,307,778</u>	<u>\$0</u>	<u>\$28,307,778</u>
Total Sum Allotted	\$684,249,223	\$0	\$684,249,223

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

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3.13 BUSINESS STUDIES

The contractor shall perform NASA Information Technology business studies and analysis as directed to include Strategic Planning, Business Process Analysis, and analyses related to IT investments.

3.14 SCIENTIFIC AND ENGINEERING WORKSTATION PROCUREMENT (SEWP) PROGRAM SUPPORT

The contractor shall provide strategic program management support to the Scientific and Engineering Workstation Procurement (SEWP) Program Manager in developing and implementing strategic initiatives for the SEWP organization. This shall include the facilitation and support of SEWP retreats and other meetings as needed.

3.15 NASA CIO SUPPORT

The contractor shall provide support to the NASA CIO as necessary. The work shall include support to the NASA Headquarters blue pages activities.

3.16 INFORMATION TECHNOLOGY COMMUNICATIONS DIRECTORATE (ITCD) SUPPORT

The contractor shall provide life cycle mission operational support for the technical management circuits and data switching services for the ITCD in support of NASA missions and projects. This service is provided in conjunction with the Internet Protocol Operational Network (IONet), the Nascom Internet Protocol Network Operations Center (IPNOC), and controlled from the Nascom Operations Management Center (NOMC) located at the Goddard Space Flight Center. The contractor shall install, switch, configure, troubleshoot, distribute, and restore mission data communications services for missions and projects at the Goddard Space Flight Center.

The contractor shall staff the Nascom Technical Control Facility and the Data Switching Facility, 24 hours a day, 7 days a week, during day-to-day, mission critical, and special support. The contractor shall perform the following day-to-day functions when necessary and required:

- a. The contractor shall provide technical management of local mission data services terminated in the Technical Control Facility, including the operation, maintenance, and sustaining engineering of the Digital Matrix Switch (DMS);
- b. The contractor shall provide configuration of high-speed, wideband, and video transport systems to meet specific mission requirements;
- c. The contractor shall provide real-time fault isolation and restoration of failed services and act as the primary point-of-contact to providers of telecommunications services (common carriers);
- d. The contractor shall perform circuit monitoring to detect degradation of circuits and service;
- e. The contractor shall report all anomalies and the results of all subsequent restorals to the Nascom Shift Communications Manager (Comm Manager);
- f. The contractor shall interface and coordinate with the IPNOC and other areas of the NOMC, as necessary and required, to provide and restore service;
- g. The contractor shall log all operations, testing, and restoral activities and make all logs available to the ITCD Operations Manager upon request.