

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 013	3. EFFECTIVE DATE July 19, 2004	4. REQUISITION/PURCHASE REQ. NO. 4200071210		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	CODE PS31-J	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.
				9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C
				10B. DATED (SEE ITEM 13) 1/1/04
CODE CAGE 0T5L1	FACILITY CODE SAP- 103429			

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)
PLI's 1, 2, 3, and 4

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 43.103b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), 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		Savings		Award Fee		Potential		Contract		Total Sum
	Estimated Cost		Fee		Earned		Award Fee		Value		
Prev. Base Total	\$454,167,699		\$0		\$0		\$27,250,064		\$481,417,763		\$60,904,066
This Modification	\$0		\$0		\$0		\$0		\$0		\$19,788,682
Rev. Base Total	\$454,167,699		\$0		\$0		\$27,250,064		\$481,417,763		\$80,692,748

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) Kelly J. Parson, Senior Contracts Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>/s/ Kelly J. Parson</i> (Signature of person authorized to sign)	15C. DATE SIGNED July 19, 2004	16B. UNITED STATES OF AMERICA BY <i>/s/ Jeffrey S. Jackson</i> (Signature of Contracting Officer)	16C. DATE SIGNED July 19, 2004

21	130	SAEX22004D	(40,201.00)	N/A	62ITTELCOM	4200065197	
							(40,201.00)
21	410	SFCX22004D	(75,000.00)	N/A	62ITAPPS	4200065197	
21	410	SFCX22004D	(30,442.00)	N/A	62ITAPPS	4200065197	
							(105,442.00)
21	420	SFCX22004D	(950.00)	N/A	62ITCTRINF	4200065197	
							(950.00)
21	430	SFCX22004D	(192.00)	N/A	62ITHWMAIN	4200065197	
							(192.00)
21	440	SFCX22004D	(33,169.00)	N/A	62ITTELCOM	4200065197	
21	440	SFCX22004D	(11,619.00)	N/A	62ITTELCOM	4200065197	
							(44,788.00)
25	30	SAEX22004D	(15,000.00)	N/A	62ED03POOL	4200068967	
25	250	SFCX22004D	(250,000.00)	N/A	62ITTELCOM	4200068967	
25	250	SFCX22004D	(250,000.00)	N/A	62ITTELCOM	4200068967	
							(515,000.00)
							(1,542,270.00)

Of the amount of \$19,788,682, the total allotted to Estimated Cost is increased by \$19,788,682 (from \$56,178,404 to \$75,967,086) and the amount allotted to Provisional Award Fee is increased by \$0 (from \$4,725,662 to \$4,725,662). The funded through date is also revised to September 3, 2004.

- B. Clause B.2, Estimated Cost and Award Fee, CLINS 003 and 005, is revised to reflect the allocation of both subjectively measured Award Fee and objectively measured Objective Fee. This allocation is 76% Award Fee and 24% Objective Fee, as previously established for CLIN 001 in Modification No. 10. This allocation is as follows:

	Award Fee
CLIN 003	\$9,627,594 (\$7,316,971 AF) (\$2,310,623 OF)
CLIN 005	\$9,830,828 (\$7,471,429 AF) (\$2,359,399 OF)

C. The modification made above is reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below is hereby deleted from, or added to, NNM04AA02C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-3
B-7

Page(s) Added

B-3
B-7

D. Except as provided for herein, there are no other changes to NNM04AA02C.

<u>CLIN</u>	<u>Qty.</u>	<u>Unit</u>	<u>Estimated Cost</u>	<u>Award Fee</u>
OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)				
003	1	Job	\$160,459,891	\$9,627,594 (\$7,316,971 AF) (\$2,310,623 OF)
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004	1	ID/R	\$0	\$500,000
<u>CLIN</u>	<u>Qty.</u>	<u>Unit</u>	<u>Estimated Cost</u>	<u>Award Fee</u>
OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)				
005	1	Job	\$163,847,118	\$9,830,828 (\$7,471,429 AF) (\$2,359,399 OF)
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006	1	ID/R	\$0	\$500,000

(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

9.

(b) (4)

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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.

Period	<u>Amount</u>
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(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 \$75,967,086. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through September 3, 2004.

(b) An additional amount of \$4,725,662 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	\$56,178,404	\$19,788,682	\$75,967,086
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee	\$4,725,662	\$0	\$4,725,662
Award Fee Earned	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total Sum Allotted	\$60,904,066	\$19,788,682	\$80,692,748

(End of clause)