

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE 12	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE August 19, 2004	4. REQUISITION/PURCHASE REQ. NO. 4200075831		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	
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)
			X	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause B.3, Award Fee For Service Contracts, FAR 43.103(b), 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	Shared	Award Fee	Potential	Contract	Total Sum
	<u>Estimated Cost</u>	<u>Savings</u>	<u>Fee</u>	<u>Earned</u>	<u>Award Fee</u>	<u>Value</u>
Prev. Base Total	\$454,167,699	\$0		\$0	\$27,250,064	\$481,417,763
This Modification	\$0	\$0	\$2,658,243	(\$2,807,485)	(\$149,242)	\$29,281,129
Rev. Base Total	\$454,167,699	\$0	\$2,658,243	\$24,442,579	\$481,268,521	\$114,789,289

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  /s/ Kelly J. Parson  (Signature of person authorized to sign)	15C. DATE SIGNED August 19, 2004	16B. UNITED STATES OF AMERICA  BY /s/ Jeffrey S. Jackson  (Signature of Contracting Officer)	16C. DATE SIGNED August 19, 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

In accordance with the Award Fee Findings and Determination dated August 19, 2004, this modification incorporates the award fee earned for the period January 1, 2004 through June 30, 2004. In addition, this modification revises the "Award Fee for Service Contracts" clause to allow tracking of both Earned Award Fee and Potential Award Fee. Finally, an amount of \$29,281,129 is provided in order to extend contract coverage through December 1, 2004. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, Part (a), the Potential Award Fee and Earned Award Fee Columns are revised to reflect the amount of \$2,658,243 in Award Fee earned and the reduction of \$149,242 in Potential Award Fee, resulting in a decrease of contract value of \$149,242 (from \$481,417,763 to \$481,268,521). Of the total Potential Award Fee of \$2,807,485, the amounts earned are delineated as follows:

<u>Period</u>	<u>Potential Award Fee</u>	<u>Earned Award Fee</u>
1/1/04 – 3/30/04	\$ 275,791	\$ 270,275
3/31/04 – 6/30/04		
Subjective	\$1,924,087	\$1,789,400
Objective	\$ 607,607	\$ 598,568

Part (b) is also revised to reflect a new contract value of \$481,268,521 (\$454,167,699 Estimated Cost and \$27,100,822 Award Fee).

- B. Under Section B, Clause B.5, Contract Funding, funding currently allotted is realigned for the dollars associated with Estimated Cost, Provisional Award Fee, and Award Fee Earned in recognition of the action taken in "A" above. Funding allotted to Provisional Award Fee is at 60% of the Potential Award Fee for the current period in accordance with the "Award Fee for Service Contracts" clause. In addition, an amount of \$29,281,129 is provided in order to extend coverage through December 1, 2004. This amount results from an allotment of \$30,101,546 and a deobligation of \$820,417 (PLI 31/ ALI 130).
- C. The SF26, Award/Contract, Block 15G, is hereby revised to reflect the new contract value of \$481,268,521 in recognition of the action taken in "A" above.

- D. 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. Specific area(s) of change are indicated by bold text or a vertical change bar included in the right margin.

Page(s) Deleted

Page(s) Added

B-2 through B-9

B-2 through B-10

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

B.2 ESTIMATED COST AND AWARD FEE

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

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 46,789,434		\$2,658,243	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 84,478,961			\$ 5,068,619 (\$3,852,150 AF) (\$1,216,469 OF)
Base Year 2	1/1/05-6/30/05	\$ 81,160,269			\$ 4,869,617 (\$3,700,909 AF) (\$1,168,708 OF)
Base Year 2	7/1/05 - 12/31/05	\$ 81,160,268			\$ 4,869,616 (\$3,700,908 AF) (\$1,168,708 OF)
Base Year 3	1/1/06-6/30/06	\$ 80,289,384			\$ 4,817,364 (\$3,661,197 AF) (\$1,156,167 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 80,289,383			\$ 4,817,363 (\$3,661,196 AF) (\$1,156,167 OF)
Option Year 1	1/1/07-6/30/07				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$454,167,699		\$2,658,243	\$24,442,579

\* AF denotes Award 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
<b>BASIC PERIOD (January 1, 2004 thru December 31, 2006)</b>				
001	1	Job	\$454,167,699	\$27,100,822
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>OPTION PERIOD 1</b> (January 1, 2007 thru December 31, 2007)				

003	1	Job	\$160,459,891	\$9,627,594 (\$7,316,971 AF) (\$2,310,623 OF)
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			Estimated Amount	Maximum Amount
004	1	TD/R	\$0	\$500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b>OPTION PERIOD 2</b> (January 1, 2008 thru December 31, 2008)				

005	1	Job	\$163,847,118	\$9,830,828 (\$7,471,429 AF) (\$2,359,399 OF)
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			Estimated Amount	Maximum Amount
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

at **Clause B.2 ESTIMATED COST AND AWARD FEE**. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(f) Award fee determinations are unilateral decisions made solely at the discretion of the Government. Award fee that is determined to be payable by the Fee Determination Official under this contract shall be payable upon notice of award to the Contractor from the Contracting Officer and issuance of contract modification incorporating award fee earned.

(g) In the event this contract is terminated prior to a regularly scheduled semiannual award fee determination, the award fee to be paid the Contractor shall be an appropriate portion of the potential award fee, if any, as may be determined by the Fee Determination Official based on work accomplished.

(h) The amount of award fee which has been awarded pursuant to this clause and the period to which said fee applies is set forth in **Clause B.2(a)**.

(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	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	\$2,387,968	\$ 2,531,694 (3/30/04 to 6/30/04) (\$1,924,087 AF)* (\$607,607 OF)**
Base Year 1	7/1/04 - 12/31/04		\$ 5,068,619 (\$3,852,150 AF) (\$1,216,469 OF)
Base Year 2	1/1/05-6/30/05		\$ 4,869,617 (\$3,700,909 AF) (\$1,168,708 OF)
Base Year 2	7/1/05 - 12/31/05		\$ 4,869,616 (\$3,700,908 AF) (\$1,168,708 OF)
Base Year 3	1/1/06-6/30/06		\$ 4,817,364 (\$3,661,197 AF) (\$1,156,167 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 4,817,363 (\$3,661,196 AF) (\$1,156,167 OF)
Option Year 1	1/1/07-6/30/07		
Option Year 1	7/1/07 - 12/31/07		
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

(End of Clause)

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

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(b) (4)

Period

Rate

3

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	Amount
[ (b) (4) ]	]

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 \$109,089,875. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through December 1, 2004.

(b) An additional amount of \$5,699,414 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	\$80,782,498	\$28,307,377	\$109,089,875
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$4,725,662	(\$1,684,491)	\$3,041,171
Award Fee Earned	\$0	<u>\$2,658,243</u>	<u>\$2,658,243</u>
Total Sum Allotted	\$85,508,160	\$29,281,129	\$114,789,289

(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.**

(c) The estimated amount of Requirements work for each period is specified in **Section B.2** as CLINS 002, 004, and 006.

The Government is not obligated to place any orders under this contract for Requirements work.

(End of clause)

#### B.8 REQUIREMENTS ORDERING PROCEDURES

(a) The Contracting Officer (CO) will issue all Requirements work under this contract. As required, Task Orders (TO's), will be issued via bilateral contract modification based on the established burdened labor rates delineated in **ATTACHMENT J-14, Requirements Labor Rates**, and will contain the following information:

1. Date of Order (effective date of Modification)
2. Contract number and Order number (i.e., Task Order 001, 002, etc.)
3. Contract item number and description, quantity, and estimated cost or fee (i.e., specific PWS sections requiring band adjustment, applications to be delivered, and negotiated adjustment value to contract)
4. Delivery or performance schedule (if different from basic contract)
5. Place of delivery or performance (if different from basic contract)
6. Any packaging, packing, and shipping instructions (if different from basic contract)
7. Accounting and appropriation data (if funding to be provided with order)
8. Method of payment and payment office (if different from basic contract)

#### (b) Fixed Labor Rate Requirements Work

The Contractor shall perform any and all functions required by the issuance and negotiation of Task Orders per the rates established in **ATTACHMENT J-14**. These rates are burdened to include all costs, direct and indirect, including fringes, overhead, and general and administrative, but excluding fee. These rates are fixed for the base period and each option year as submitted by the Contractor as part of the negotiated proposal.

(End of clause)

B.9 CONTRACT EXTENSION RESULTING FROM PROTESTS

(a) If the award of a successor contract to perform the services being performed under this contract is delayed because of a protest, the Contracting Officer may extend the period of performance on this contract to cover any delay caused by such protest. The Contractor shall be entitled to an equitable adjustment for such an extension, subject to limitations in paragraph (b).

(b) The final award fee evaluation period may be extended to include the contract extension period provided for in paragraph (a). However, if the Contractor is the protester or one of the protesters, no additional fee shall be put in the award fee pool or otherwise made available to the Contractor, unless the Contractor or another protester substantially prevails in the protest.

(End of clause)

[END OF SECTION]