

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE 12	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 022	3. EFFECTIVE DATE October 13, 2004	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			(✓)	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)

See Page 2

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

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 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: FAR 43.103(a) and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor [ ] is not, [ X ] 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	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$454,167,699	\$0	\$2,658,243	\$24,442,579	\$481,268,521	\$134,648,287
This Modification	\$0	\$0	\$0	\$0	\$0	\$0
Rev. Base Total	\$454,167,699	\$0	\$2,658,243	\$24,442,579	\$481,268,521	\$134,648,287

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	15C. DATE SIGNED October 13, 2004	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED October 13, 2004
/s/ Kelly J. Parson  (Signature of person authorized to sign)		/s/ Jeffrey S. Jackson  (Signature of Contracting Officer)	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**  
(continued)

The purposes of this modification are to A) revise Clause G.6 references of Clause G.10 to Clause G.11 (based on the insertion of Clause G.8 in Modification No. 10), and B) revise Data Requirements Description (DRD) 974CD-003, Technology Reports, to require submission of Interim and Final Technology Reports on NASA Form 3041 in lieu of the outdated MSFC Form 4204. Accordingly, NNM04AA02C is modified as follows:

- A. Clause G.6, Installation-Accountable Government Property, is revised to reflect references to Clause G.11, List of Installation-Accountable Property and Services, in lieu of Clause G.10, in paragraphs (a) and statement after "End of Clause". This action is required based on the insertion of Clause G.8, General Instructions for Contractor-Held Property, in Modification No. 10.
- B. Data Requirements Description (DRD) 974CD-003, Technology Reports, is hereby revised to reflect the requirement to submit Interim and Final Technology Reports on the NASA Form 3041 in lieu of the obsolete MSFC Form 4204. These changes are reflected in paragraphs 11 and 12.
- 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

G-5  
G-6  
J-2-3  
J-2-12

Page(s) Added

G-5  
G-6  
J-2-3  
J-2-12

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

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**THE FOLLOWING CLAUSE APPLIES ONLY TO ITEMS THAT HAVE AN ACQUISITION COST BENEATH THE NEMS THRESHOLD. SEE CLAUSE G.9(b)(4).**

**G.6 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(1852.245-71) (JUNE 1998) ALT I (MAR 1989)**

(a) The Government property described in the clause at 1852.245-77 (**See G.11**), List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property. Under this clause, the Contractor retains accountability for all material and the Contractor assumes full responsibilities.

On-site contractor employees shall also take the on-line Property Responsibility Training.

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

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

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

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

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

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

(3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of clause)

(All property provided to the Contractor for use under this contract that is not provided under Clauses **G.6**, **G.11**, and **ATTACHMENT J-9** is Contractor accountable)

National Aeronautics and Space Administration

# PAGE REVISION LOG

DATA PROCUREMENT DOC.

NO. ISSUE  
974 Basic

NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.

AS OF:  
01-01-04

SUPERSEDING:

PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
Mod. 3	J-2-1				
Mod. 3	J-2-3				
Mod. 3	J-2-19				
Mod. 3	J-2-28				
Mod. 3	J-2-35				
Mod. 3	J-2-38				
Mod. 5	J-2-22				
Mod. 10	J-2-9				
Mod. 10	J-2-25				
Mod. 10	J-2-36				
Mod. 10	J-2-37-A				
Mod. 22	J-2-12				

MSFC - Form 3461-2 (Rev August 1970)

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 974                      **ISSUE:** Basic
2. **DRD NO.:** **974CD-003**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/3
6. **TITLE:** Technology Reports (NFS 1852.227-70)
7. **DESCRIPTION/USE:** Provides NASA with technical information concerning any invention, discovery, improvement, or innovation made by a contractor in the performance of work under this contract for the purpose of disseminating this information to obtain increased use. Also, to provide NASA with data to review for possible patentable items.
8. **OPR:** CD30                      9. **DM:** AD30
10. **DISTRIBUTION:** Per Contracting Officer's letter
11. **INITIAL SUBMISSION:** Technology Reporting Plan: Upon Contracting Officer's request.  
Disclosure of Invention and New Technology (NASA Form 1679): Within 2 months of identification of reportable item.  
Interim NASA-MSFC Technology Report (NASA Form 3401): 12 months from the date of the contract.
12. **SUBMISSION FREQUENCY:** Technology Reporting Plan: Upon Contracting Officer's request.  
Disclosure of Invention and New Technology (NASA Form 1679): For each reportable item.  
Interim NASA-MSFC Technology Report (NASA Form 3401): Every 12 months.  
Final NASA-MSFC Technology Report (NASA Form 3401): Three months after completion of contracted work.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 2.0.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Technology Reports include technical detail as is necessary to identify and fully describe a "Reportable Item". Per NFS 1852.227-70, "Reportable Item" means any invention, discovery, improvement, or innovation of the contractor, whether or not the same is or may be patentable or otherwise protectable under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursable under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.
- 15.2 **APPLICABLE DOCUMENTS**  
NFS 1852.227-70                      New Technology Clause
- 15.3 **CONTENTS:** The Technology Reports consist of:
  - a. **Disclosure of Invention and New Technology (Including Software):** In accordance with NFS 1852.227-70 (e)(2), the disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it