

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE December 6, 2004	4. REQUISITION/PURCHASE REQ. NO. 4200091718	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.
CODE CAGE- 0T5L1 FACILITY CODE SAP- 103429			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C
			<input type="checkbox"/>	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)
PR 4200091718 PLIs 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 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" 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>Award Fee</u>	<u>Value</u>	<u>Allotted</u>
Prev. Base Total	\$458,288,048	\$0	\$2,658,243	\$24,689,800	\$485,636,091	\$139,403,529
This Modification	\$242,811	\$0	\$0	\$14,569	\$257,380	\$20,640,182
Rev. Base Total	\$458,530,859	\$0	\$2,658,243	\$24,704,369	\$485,893,471	\$160,043,711

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) Julia A. Whitt, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer
15B. CONTRACTOR/OFFEROR <u>/s/ Julia A. Whitt</u> <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <u>/s/ Jeffrey S. Jackson</u> <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED December 6, 2004	16C. DATE SIGNED December 6, 2004

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purposes of this modification are as follows: (A) To definitize the Contractor's proposals SAIC-P-007 and SAIC-P-007, Revision A, entitled "MSFC Strategic Planning for Headquarter's E-Training Support" and dated November 19, 2004 and December 2, 2004, respectively, that were submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-04-098 dated November 10, 2004; (B) to incorporate additional support for the Headquarters' Electronic Messaging Initiative (HEMI), at no increase to the contract value; (C) to provide an amount of \$20,640,182 in incremental funding; and (D) to reflect on the SF30 corrected Negotiated Estimated Cost and Potential Award Fee values resulting from the definitization of the contractor's proposal in Modification No. 24 (the correct value of the estimated cost increase should have been \$4,120,349 for a Negotiated Estimated Cost of \$458,288,048 and award fee of \$247,221 for a Potential Award Fee of \$24,689,800). The contract value does not require adjustment as a result of this correction. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$492,646. This increase is by \$242,811 (from \$458,288,048 to \$458,530,859) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$123,099 (from \$162,585,510 to \$162,708,609) as CLIN 003 in paragraph (b), and by \$126,736 (from \$166,117,125 to \$166,243,861) as CLIN 005 in paragraph (b). The total of Potential Award Fee is increased by \$29,559. This increase is by \$14,569 (from \$27,348,043 to \$27,362,612) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b)(which includes the Earned Award Fee of \$2,658,243), by \$7,386 (from \$9,755,131 to \$9,762,517) as CLIN 003 in paragraph (b), and by \$7,604 (from \$9,967,028 to \$9,974,632) as CLIN 005 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	Estimated Cost	Potential Award Fee
12/13/04 - 12/31/04	\$ 7,449	\$ 447
1/1/05 - 6/30/05	\$58,079	\$3,485
7/1/05 - 12/31/05	\$58,080	\$3,485
1/1/06 - 6/30/06	\$59,601	\$3,576
7/1/06 - 12/31/06	\$59,602	\$3,576

Paragraph (b)	Estimated Cost	Potential Award Fee
1/1/07 - 6/30/07	\$61,549	\$3,693
7/1/07 - 12/31/07	\$61,550	\$3,693
1/1/08 - 6/30/08	\$63,368	\$3,802
7/1/08 - 12/31/08	\$63,368	\$3,802

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, part (i), Page B-5, is revised to reflect the potential award fee for each period as affected by this definitization.
- C. Under Section B, Clause B.6, Contract Funding, an amount of \$20,640,182 is provided in order to extend contract coverage through February 28, 2005. In addition, \$2,359 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 60% of the Potential Award Fee for the periods 7/1/04 through 12/31/04 and 1/1/05 through 6/30/05. This is required in order to allow for the provisional billing of award fee during the current performance evaluation period as well as the next award fee period. Contractor billing of provisional award fee for any period shall not exceed 60% of the Potential Award Fee pool available for that period. The balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official.
- D. Attachment J-1, Performance Work Statement, Page J-1-21, Section 3.1.3, is revised to reflect the additional effort definitized by this modification based on the contractor's proposals SAIC-P-007 and SAIC-P-007, Revision A, dated November 19, 2004 and December 2, 2004, respectively.
- E. Attachment J-1, Performance Work Statement, Page J-1-26, Section 3.4.2 (a), is revised to reflect the additional effort definitized by this modification. Based on the contractor's letter SAIC-04-133 dated November 29, 2004, it is mutually agreed that incorporation of this additional support will be accomplished within the current contract value and will not require an adjustment to that amount.

F. [

(b)(4)

[

(b)(4)

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- G. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$257,380 (from \$485,636,091 to \$485,893,471) in recognition of the actions taken in (A) above.
- H. 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

Page(s) Added

B-2
B-3
B-5
B-8
J-1-21
J-1-27

B-2
B-3
B-5
B-8
J-1-21
J-1-27
J-7 (1 to 4)

- I. 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 the "proposal(s) for adjustment."

Contract
Change Identification

Contractor
Proposal Number

NASA/MSFC letter
Request for Proposal
PS31-J/AA02C-04-098
dated November 10, 2004

SAIC proposal SAIC-P-007
dated November 19, 2004 and
submitted via SAIC letter
SAIC-04-128 dated
November 19, 2004

SAIC proposal SAIC-P-007,
Revision A, dated
December 2, 2004 and submitted
via SAIC letter SAIC-04-136
dated December 2, 2004

NASA/MSFC letter
Request for Proposal
PS31-J/AA02C-04-099
dated November 19, 2004

SAIC letter SAIC-04-133
dated November 29, 2004

J. 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	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	\$ 84,641,458			\$ 5,078,369 (\$3,859,560 AF) (\$1,218,809 OF)
Base Year 2	1/1/05-6/30/05	\$ 82,209,751			\$ 4,932,586 (\$3,748,765 AF) (\$1,183,821 OF)
Base Year 2	7/1/05 - 12/31/05	\$ 82,209,750			\$ 4,932,585 (\$3,748,765 AF) (\$1,183,820 OF)
Base Year 3	1/1/06-6/30/06	\$ 81,340,233			\$ 4,880,415 (\$3,709,115 AF) (\$1,171,300 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 81,340,233			\$ 4,880,414 (\$3,709,115 AF) (\$1,171,299 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	\$458,530,859		\$2,658,243	\$24,704,369

* 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
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001	1	Job	\$458,530,859	\$27,362,612
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)				
003	1	Job	\$162,708,609	\$9,762,517 (\$7,419,513 AF) (\$2,343,004 OF)

			Estimated Amount	Maximum Amount
004	1	ID/R	\$0	\$500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)				
005	1	Job	\$166,243,861	\$9,974,632 (\$7,580,720 AF) (\$2,393,912 OF)

			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

(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		\$ 5,078,369 (\$3,859,560 AF) (\$1,218,809 OF)
Base Year 2	1/1/05-6/30/05		\$ 4,932,586 (\$3,748,765 AF) (\$1,183,821 OF)
Base Year 2	7/1/05 - 12/31/05		\$ 4,932,585 (\$3,748,765 AF) (\$1,183,820 OF)
Base Year 3	1/1/06-6/30/06		\$ 4,880,415 (\$3,709,115 AF) (\$1,171,300 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 4,880,414 (\$3,709,115 AF) (\$1,171,299 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)

J

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 \$151,378,895. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 28, 2005.

(b) An additional amount of \$8,664,816 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	\$130,741,072	\$20,637,823	\$151,378,895
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 60%)	\$6,004,214	\$2,359	\$6,006,573
Award Fee Earned	<u>\$2,658,243</u>	<u>\$0</u>	<u>\$2,658,243</u>
Total Sum Allotted	\$139,403,529	\$20,640,182	\$160,043,711

(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.**

- f. Collect user schedules, resolve schedule conflicts, prepare monthly projections of computer time requirements, and issue product schedules in response to customer inputs (DRD 974MA-006).
- g. Provide an interface among the user community, computer operations, and programmers for requirements satisfaction and problem resolution.
- h. Control access to computer programs, databases and libraries.

3.1.3 Site for On-line Learning and Resources (SOLAR)

The contractor shall provide software development; sustaining support; system and database administration; production support; **strategic planning for e-training**, and course content development for the SOLAR system. Course content development shall meet Federal Accessibility Standards compliance as well as Sharable Content Object Reference Model (SCORM) compliance. Examples of course content are IT Security training, IFMP training, and Safety and Mission Assurance training.

3.1.4 Web Time and Attendance Distribution System (WebTADS)

The contractor shall provide software development and sustaining support as well as production support activities for the WebTADS.

3.1.5 NASA Acquisition Internet Services (NAIS)

The contractor shall provide software development and sustaining support as well as production support activities for the NAIS.

3.1.6 Dryden Flight Research Center (DFRC) Applications Support

The contractor shall provide sustaining and production support for the DFRC applications until transition to the IFMP suite of applications. This responsibility shall include the installation of the core Agencywide software systems and sustaining support of any site-unique changes to the core. The contractor shall provide support for the transition and for any interfaces required by those site-specific systems that will not be replaced by IFMP. The applications include:

- a. Dryden Accounting and Resource Tracking System (DARTS).
- b. Labor Distribution and Tracking (LABOR) System.
- c. Time and Attendance and Distribution System (TADS).
- d. Integrated Security Information System (ISIS).
- e. NSMS site unique.
- f. NEMS site unique.
- g. NPDMS site unique.
- h. AMS site unique.
- i. NPPS site unique.

3.1.7 Exploration Systems Mission Directorate (ESMD) Support

The contractor shall provide software development and sustaining support as well as production support for the Integrated Collaborative Environment (ICE) including WindChill, ProjectLink, and PDMLink.

- a. Provide hardware and systems software enhancements to meet NASA customers' performance requirements in response to changing workloads and technologies. **In addition, the contractor shall provide engineering and operational support for the components of the Headquarters' Electronic Messaging Initiative (HEMI) being located at the NASA Data Center (NDC) at MSFC. These components include the NDC Active Directory, MS Sharepoint, MS Exchange 2003, and MS Live Communications and associated infrastructure.**
- b. Provide and maintain operating systems, data bases and data base management systems, compilers, libraries, and all other systems software necessary for the operation, execution and security of the computer and communications systems.
- c. Operate and maintain computer processing, peripheral, and communications systems and servers, to include monitoring, system initializations and recoveries, and storage management for production systems located at MSFC and at NASA Centers. The systems shall be operated 24 hours per day, 7 days per week.
- d. Provide change control and configuration management, risk management, standard backups and disaster recovery planning for all systems.
- e. Provide systems administration and security support, such as program/data/systems security, scheduling, quality control, user access to data center resources, account management and chargeback.
- f. Provide production control and job scheduling support for all data center systems. This includes monitoring and problem notification for all scheduled backups and problems with COTS products.
- g. Measure and report computer systems performance, throughput, and capacity information (DRD 974MA-006).
- h. Provide planned versus actual utilization by customer (DRD 974MA-006).

3.4.3 Network Services

The contractor shall provide network engineering, planning and support services for the data center systems. These services include maintenance of existing capabilities, development or acquisition of enhancements, and implementation of enhancements. In providing these services, the contractor shall:

- a. Provide network services that meet the customers' performance, security and redundancy requirements.
- b. Integrate network services support required by the data center and its customers with other wide area and local area network service providers.
- c. Provide and maintain the front-end processors and channel extenders located at the NASA remote sites.
- d. Measure and report network performance and capacity information for network elements within their management requirements (DRD 974MA-006).

3.4.4 Agencywide Midrange Services

The contractor shall provide Agencywide computer systems services identified in Appendix A, Category I. These services shall include operation/maintenance of existing systems, acquisition/implementation of COTS products, database administration, and development of unique systems in compliance