

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>12</b>		PAGE OF PAGES <b>1</b>   <b>3</b>	
2. AMENDMENT/MODIFICATION NO. <b>36</b>		3. EFFECTIVE DATE <b>March 17, 2005</b>		4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>		5. PROJECT NO. (If applicable)
6. ISSUED BY <b>Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812</b>		CODE <b>PS31-J</b>		7. ADMINISTERED BY (If other than Item 6) <b>Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax</b>		CODE <b>PS31-J</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  <b>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</b>				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNM04AA02C</b>	
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>1/1/04</b>	
CODE <b>0T5L1</b>		FACILITY CODE <b>SAP- 103429</b>				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						

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.
<input type="checkbox"/>	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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>Clause B.3, Award Fee For Service Contracts and FAR 43.103(b)</b>

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.)

	Shared		Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
	Negotiated Estimated Cost	Savings Fee				
Prev. Base Total	\$486,196,896	\$0	\$2,696,331	\$26,311,377	\$515,204,604	\$230,226,362
This Modification	\$0	\$0	\$4,851,221	(\$5,207,408)	(\$356,187)	\$0
Rev. Base Total	\$486,196,896	\$0	\$7,547,552	\$21,103,969	\$514,848,417	\$230,226,362

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jeffrey S. Jackson, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		<b>/s/ Jeffrey S. Jackson</b> BY _____ <i>(Signature of Contracting Officer)</i>	<b>March 17, 2005</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

In accordance with the Award Fee Findings and Determination dated March 17, 2005, this modification incorporates the award fee earned for the period July 1, 2004 through December 31, 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 \$4,851,221 in Award Fee earned and the reduction of \$5,207,408 in Potential Award Fee, resulting in a decrease of contract value of \$356,187 (from \$515,204,604 to \$514,848,417). Of the total Potential Award Fee of \$5,207,408, the amounts earned are delineated as follows:

	<u>Potential Award Fee</u>	<u>Earned Award Fee</u>
Subjective	\$3,957,630	\$3,601,443
Objective	<u>\$1,249,778</u>	<u>\$1,249,778</u>
	\$5,207,408	\$4,851,221

Part (b) is also revised to reflect a new contract value of \$514,848,417 (\$486,196,896 Estimated Cost and \$28,651,521 Award Fee).

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, Part (i), is revised to reflect the Earned Award Fee of \$4,851,221 delineated in this modification. The Potential Award Fee column for each period will remain unchanged to allow insight into the Potential Award Fee available for each period.
- C. 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.
- D. The SF26, Award/Contract, Block 15G, is hereby revised to reflect the new contract value of \$514,848,417 in recognition of the action taken in "A" above.

- E. 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

B-2  
B-5  
B-8

Page(s) Added

B-2  
B-5  
B-8

- F. 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	\$ 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	\$ 88,564,350			\$ 5,307,862 (\$4,033,975 AF)* (\$1,273,887 OF)**
Base Year 2	7/1/05 - 12/31/05	\$ 88,564,349			\$ 5,307,861 (\$4,033,974 AF) (\$1,273,887 OF)
Base Year 3	1/1/06-6/30/06	\$ 87,402,039			\$ 5,244,123 (\$3,985,533 AF) (\$1,258,590 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 87,402,039			\$ 5,244,123 (\$3,985,533 AF) (\$1,258,590 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	\$486,196,896		\$7,547,552	\$21,103,969

\* 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	\$486,196,896	\$28,651,521
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

(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	\$2,426,056	\$ 2,572,649 (3/30/04 to 6/30/04) (\$1,955,213 AF)* (\$617,436 OF)**
Base Year 1	7/1/04 - 12/31/04	<b>\$4,851,221</b>	\$ 5,207,408 (\$3,957,630 AF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05		\$ 5,307,862 (\$4,033,975 AF) (\$1,273,887 OF)
Base Year 2	7/1/05 - 12/31/05		\$ 5,307,861 (\$4,033,974 AF) (\$1,273,887 OF)
Base Year 3	1/1/06-6/30/06		\$ 5,244,123 (\$3,985,533 AF) (\$1,258,590 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,244,123 (\$3,985,533 AF) (\$1,258,590 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		

\* AF denotes Award Fee

\*\* OF denotes Objective Fee

(End of Clause)

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

{

(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.

L

(b) (4)

I

(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 \$219,494,093. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through July 13, 2005.

(b) An additional amount of \$10,732,269 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	\$221,220,869	(\$1,726,776)	\$219,494,093
Shared Savings Fee	\$0	\$0	\$0
Provisional Award			
Fee (Funded at 60%)	\$6,309,162	(\$3,124,445)	\$3,184,717
Award Fee Earned	<u>\$2,696,331</u>	<u>\$4,851,221</u>	<u>\$7,547,552</u>
Total Sum Allotted	\$230,226,362	\$0	\$230,226,362

(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.