

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 57	3. EFFECTIVE DATE October 24, 2005	4. REQUISITION/PURCHASE REQ. NO. 4200134155	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/MED	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)
PR 4200134155 PLI's 1 and 2

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, 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 Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$484,663,645	\$0	\$12,457,954	\$15,741,039	\$512,862,638	\$345,232,767
This Modification	\$354,358	\$	\$0	\$21,262	\$375,620	\$493,193
Rev. Base Total	\$485,018,003	\$0	\$12,457,954	\$15,762,301	\$513,238,258	\$345,725,960

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) G. Earl Pendley, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED October 24, 2005	16C. DATE SIGNED October 24, 2005
<u>/s/ Julia A. Whitt</u> (Signature of person authorized to sign)	BY <u>/s/ G. Earl Pendley</u> (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
 (continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-013, Revision 1, entitled "Unified NASA Information Technology Services (UNITeS) Support for the Marshall Space Flight Center (MSFC) Exploration Systems Mission Directorate" and dated October 19, 2005. This proposal is for costs associated with additional software development and sustaining support which were not anticipated by the Government nor priced by the Contractor in their Final Proposal Revision (FPR). In addition, an amount of \$493,193 is obligated as incremental funding (\$494,625 obligation and \$1,432 deobligation PLI 101/ ALI 160). 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 \$954,449. This increase is by \$354,358 (from \$484,663,645 to \$485,018,003) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$296,904 (from \$172,907,766 to \$173,204,670) as CLIN 003 in paragraph (b), and by \$303,187 (from \$172,704,058 to \$173,007,245) as CLIN 005 in paragraph (b). The total of Potential Award Fee is increased by \$57,267. This increase is by \$21,262 (from \$15,741,039 to \$15,762,301) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b), by \$17,814 (from \$10,374,467 to \$10,392,281) as CLIN 003 in paragraph (b), and by \$18,191 (from \$10,362,244 to \$10,380,435) as CLIN 005 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	Estimated <u>Cost</u>	Potential <u>Award Fee</u>
11/1/05 - 12/31/05	\$ 56,160	\$ 3,370
1/1/06 - 6/30/06	\$149,099	\$ 8,946
7/1/06 - 12/31/06	<u>\$149,099</u>	<u>\$ 8,946</u>
TOTAL	\$354,358	\$21,262

Paragraph (b)

	Estimated <u>Cost</u>	Potential <u>Award Fee</u>
1/1/07 - 6/30/07	\$148,452	\$ 8,907
7/1/07 - 12/31/07	\$148,452	\$ 8,907
1/1/08 - 6/30/08	\$151,594	\$ 9,096
7/1/08 - 12/31/08	<u>\$151,593</u>	<u>\$ 9,095</u>
TOTAL	\$600,091	\$36,005

TOTAL NEGOTIATED \$954,449 \$57,267 = \$1,011,716

- B. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$375,620 (from \$512,862,638 to \$513,238,258) in recognition of the actions taken in (A) above.
- C. Clause B.3, Award Fee for Service Contracts, paragraph (i), is revised to reflect the new Potential Award Fee pools available for the periods 7/1/05 to 12/31/05, 1/1/06 to 6/30/06, and 7/1/06 to 12/31/06.
- D. Clause B.6, Contract Funding, is revised to reflect the obligation of \$493,193 in funding (from \$345,232,767 to \$345,725,960), to be allocated to the Estimated Cost line. As a result, the coverage date is extended to February 17, 2006. This net obligation results from the obligation of \$494,625 and the deobligation of \$1,432 (PLI 101/ ALI 160).
- E. Attachment J-1, Performance Work Statement, Page J-1-21, Section 3.1.7, Exploration Systems Mission Directorate (ESMD) Support, is revised to reflect the additional effort definitized by this modification.
- F. Attachment J-1, Performance Work Statement, Page J-1-29, Section 3.6, Wide Area Network (WAN) Services, is revised to reflect the effort definitized by contract Modification No. 54, but for which a revised PWS page was not provided.
- G. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the proposal referenced in A. above, for the "Marshall Space Flight Center (MSFC) Agencywide Information Services Wide Area Network (WAN) Replacement Project." This plan will not be numbered but will be incorporated as a supplement to Attachment J-7. Future subcontracting plan supplements will also be incorporated as part of this attachment. It is noted that the cumulative contract value associated with this plan supplement, and future plan supplements, will include contract value increases that fell below the threshold requiring submission of a small business subcontracting plan supplement, if applicable. Therefore, the cumulative value page of each supplement will also reflect definitization of any of these proposals.
- 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.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-2	B-2
B-3	B-3
B-5	B-5
B-8	B-8
J-1-21	J-2-21
J-1-29	J-1-29
	J-7 (1-5)

- 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

NASA/MSFC letter request
For Proposal dated
August 10, 2005

Contractor
Proposal Number

SAIC proposal SAIC-P-013
dated September 9, 2005 and
submitted via SAIC letter
SAIC-05-290 dated
September 9, 2005

SAIC proposal SAIC-P-013,
Revision 1, dated
October 19, 2005
Submitted via SAIC letter
SAIC-05-322 dated
October 19, 2005

- 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	\$ 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	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 88,576,430			\$ 5,308,587 (\$4,034,526 AF) (\$1,274,061 OF)
Base Year 3	1/1/06-6/30/06	\$ 87,218,590			\$ 5,233,117 (\$3,977,169 AF) (\$1,255,948 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 87,009,945			\$ 5,220,597 (\$3,967,654 AF) (\$1,252,943 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	\$485,018,003		\$12,457,954	\$15,762,301

* 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	\$485,018,003	\$28,220,255
			<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	\$173,204,670	\$10,392,281 (\$7,898,134 AF) (\$2,494,147 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	\$173,007,245	\$10,380,435 (\$7,889,131 AF) (\$2,491,304 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	\$2,426,056	\$ 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	\$4,851,221	\$ 5,207,408 (\$3,957,630 AF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 (\$4,005,911 AF)* (\$1,265,025 OF)**
Base Year 2	7/1/05 - 12/31/05		\$ 5,308,587 (\$4,034,526 AF) (\$1,274,061 OF)
Base Year 3	1/1/06-6/30/06		\$ 5,233,117 (\$3,977,169 AF) (\$1,255,948 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,220,597 (\$3,967,654 AF) (\$1,252,943 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)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

<u>Period</u>	<u>Rate</u>
1/1/04 - 12/31/04	(b)(4)
1/1/05 - 12/31/05	
1/1/06 - 12/31/06	
1/1/07 - 12/31/07	
1/1/08 - 12/31/08	

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 \$329,579,054. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through February 17, 2006.

(b) An additional amount of \$16,146,906 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	\$329,085,861	\$493,193	\$329,579,054
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 70%)	\$3,688,952	\$0	\$3,688,952
Award Fee Earned	<u>\$12,457,954</u>	<u>\$0</u>	<u>\$12,457,954</u>
Total Sum Allotted	\$345,232,767	\$493,193	\$345,725,960

(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, *Cradle, ARM, wInsight, CITRIX, and Primavera.*

3.5.4 Russian End User Support

The contractor shall provide end user support at designated locations in Russia. These services shall include sustaining software versions consistent with Agency standards and maintaining compatibility with vendors. These services shall include:

- a. Desktop Workstations.
- b. Laptops.
- c. Printers.
- d. Telephones.
- e. Conference Room Services.

3.6 WIDE AREA NETWORK (WAN) SERVICES

MSFC is delegated responsibility for Wide Area Network (WAN) services, *including project support for the WAN replacement*, with matrixed civil service support provided by the Goddard Space Flight Center (GSFC) and other NASA Centers. The WAN services are provided via the NASA Integrated Services Network (NISN), as well as other prototype and secure networks. The WAN provides telecommunications services for transmission of data, video and voice for NASA Enterprises, Programs, Projects, and Centers. The contractor shall be responsible for providing the services and supporting functions described below. Services include voice and video teleconferencing, switched voice and data, video distribution, mission voice, routed data, dedicated data, high rate video/data, and custom telecommunications services. The WAN provides these services at, and between, NASA centers, spacecraft operations and control centers, data archive facilities, and tracking stations. Locations also include international partners, academia, other government agencies, and contractors.

The contractor shall provide all WAN services in accordance with NASA architectural standards and as specified in performance requirements documents.

3.6.1 GSA Contract Integration

For WAN services, NASA will utilize the General Services Administration (GSA) contracts when those contracts meet NASA's requirements or can be modified to meet NASA's requirements. The contractor shall be responsible for matching customer requirements to GSA solutions, for interfacing to GSA services and providers, and for processing and disseminating billing information (DRD 974MA-006). The contractor shall develop network designs and operations concepts, and NASA will approve the designs/concept and contract with GSA vendors to provide the services. The contractor shall support NASA in generating and tracking GSA service orders. Information on the GSA/FTS2001 service offerings is available at <http://www.fts.gsa.gov>. NASA may also use other government contract vehicles to purchase WAN services when these alternatives prove advantageous to the government.