

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 59		3. EFFECTIVE DATE November 15, 2005		4. REQUISITION/PURCHASE REQ. NO. N/A	
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	
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		9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C	
				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)
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.
	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 Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$485,018,003	\$0	\$12,457,954	\$15,762,301	\$513,238,258	\$345,725,960
This Modification	\$7,651,364	\$0	\$0	\$459,082	\$8,110,446	\$0
Rev. Base Total	\$492,669,367	\$0	\$12,457,954	\$16,221,383	\$521,348,704	\$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) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED November 9, 2005		16C. DATE SIGNED November 14, 2005	
BY <u>/s/ Julia A. Whitt</u> (Signature of person authorized to sign)		BY <u>/s/ David A. Iosco</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-015, Revision 1, entitled "Unified NASA Information Technology Services (UNITeS) Marshall Space Flight Center (MSFC) Integrated Enterprise Management Program (IEMP)" and dated October 18, 2005. In addition, responsibility for WebTADS management is moved from Agencywide Information Services (PWS Section 3.0) to IFMP Integration Services (PWS Section 4.0). 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 \$7,651,364 (from \$485,018,003 to \$492,669,367) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b). The total of Potential Award Fee is increased by \$459,082 (from \$15,762,301 to \$16,221,383) for the base period reflected in paragraph (a) and as a portion of CLIN 001 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
11/15/05 - 12/31/05	\$1,874,543	\$112,473
From	(\$88,576,430)	(\$5,308,587)
To	(\$90,450,973)	(\$5,421,060)
1/1/06 - 6/30/06	\$2,888,411	\$173,305
From	(\$87,218,590)	(\$5,233,117)
To	(\$90,107,001)	(\$5,406,422)
7/1/06 - 12/31/06	\$2,888,410	\$173,304
From	(\$87,009,945)	(\$5,220,597)
To	(\$89,898,355)	(\$5,393,901)
TOTAL	\$7,651,364	\$459,082 = \$8,110,446

- B. As reflected on the SF30, Modification of Contract, the total contract value is increased by \$8,110,446 (from \$513,238,258 to \$521,348,704) 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. These amounts are allocated by contract year as follows:

Paragraph (i)

	<u>Potential Award Fee</u>
11/15/05 - 12/31/05	\$112,473
	From (\$5,308,587)
	To (\$5,421,060)
1/1/06 - 6/30/06	\$173,305
	From (\$5,233,117)
	To (\$5,406,422)
7/1/06 - 12/31/06	\$173,304
	From (\$5,220,597)
	To (\$5,393,901)

- D. Attachment J-1, Performance Work Statement, Page J-1-21, is revised to reflect a change in performance responsibility for Section 3.1.4, Web Time and Attendance Distribution System (WebTADS) to the Integrated Enterprise Management Program (IEMP), currently referred to in the Performance Work Statement as the Integrated Financial Management Program (IFMP). As a result, PWS Section 4.0, IFMP Integration Services, is also revised to reflect WebTADS as one of the established business entities with which IFMP integration is required. Both changes reflect a November 15, 2005, effective date for this change. It is mutually agreed that this change will not require a contract value adjustment.
- E. Attachment J-1, Performance Work Statement, Page J-1-49, Section 4.0, IFMP Integration Services, is revised to reflect the additional effort definitized by this modification.
- F. 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.

- G. 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-5	B-5
J-1-21	J-1-21
J-1-49	J-1-49
	J-7 (1-5)

- H. 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."

<u>Contract Change Identification</u>	<u>Contractor Proposal Number</u>
NASA/MSFC letter request For Proposal PS31-J/AA02C-05-165 dated October 5, 2005	SAIC proposal SAIC-P-015 dated October 14, 2005 and submitted via SAIC letter SAIC-05-318 dated October 14, 2005
	SAIC proposal SAIC-P-015, Revision 1, dated October 18, 2005, and submitted via SAIC letter SAIC-05-321 dated October 17, 2005

- I. 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	\$ 90,450,973			\$ 5,421,060 AF** (\$4,120,006 SF***) (\$1,301,054 OF****)
Base Year 3	1/1/06-6/30/06	\$ 90,107,001			\$ 5,406,422 AF (\$4,108,881 SF) (\$1,297,541 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 89,898,355			\$ 5,393,901 AF (\$4,099,365 SF) (\$1,294,536 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	\$492,669,367		\$12,457,954	\$16,221,383

* AF denotes Award Fee
 ** SF denotes Subjective 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	\$492,669,367	\$28,679,337
			<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 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF)** (\$617,436 OF)***
Base Year 1	7/1/04 - 12/31/04	\$4,851,221	\$ 5,207,408 AF (3,957,630 SF) (1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 AF (4,005,911 SF) (1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05		\$ 5,421,060 AF (\$4,120,006 SF) (\$1,301,054 OF)
Base Year 3	1/1/06-6/30/06		\$ 5,406,422 AF (\$4,108,881 SF) (\$1,297,541 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,393,901 AF (\$4,099,365 SF) (\$1,294,536 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

** SF denotes Subjective 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	

- 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. *Effective November 15, 2005, the work in this section shall be performed as part of PWS 4, IFMP Integration Services.*

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.

4. IFMP INTEGRATION SERVICES

The contractor shall be responsible for executing all functions and services defined below in support of the roles and responsibilities assigned to the Integrated Financial Management Program (IFMP) Integration Project Office (IPO) at MSFC. These functions and services are categorized in three major areas: infrastructure support, module project support, and operations and sustaining support. These functions and services include operation/ maintenance of existing capabilities, *integration with established business entities (e.g., WebTADS)*, development or acquisition, and implementation of enhancements or COTS products.

Effective November 15, 2005, the work described in Section 3.1.4, Web Time and Attendance Distribution System (WebTADS), shall be performed under this section.

4.1 INFRASTRUCTURE SUPPORT

The contractor shall be responsible for developing, documenting and maintaining an Enterprise Architecture for IFMP. The contractor shall provide a methodology and tool set for the documentation and maintenance of this enterprise architecture. The contractor may elect to utilize the existing IPO tool set for architecture documentation or propose their own tool(s) and methodology. The Enterprise Architecture shall consist of the IFMP Business, Applications, and Technical Architectures (DRD 974MA-007).

4.1.1 Business Architecture

Through interaction with each module's NASA process team and each module project's implementation contractor, the contractor shall utilize an enterprise architecture tool to document the business processes implemented by the module (DRD 974MA-007). The business architecture shall include all modules (including those not yet initiated) and shall represent a blueprint of the interaction between the high-level functions and processes. The process models shall be incorporated and maintained in the IFMP repository. The contractor shall update these models as business processes are updated to insure that a central repository always contains accurate descriptions of the business processes implemented by the collective modules that make up the total IFM system. Different implementation contractors may be utilized for different module projects and each may utilize different implementation methodologies and tool sets; however the contractor shall maintain the central repository that documents all processes across all modules.

4.1.2 Application Architecture

Through interaction with each module's NASA process team and implementation contractor, the contractor shall utilize existing tools to further develop and maintain the Application Architecture (DRD 974MA-007) throughout the life of IFMP. The applications architecture shall include the key interfaces and information needs between modules, and a definition of how those interfaces will be implemented. The contractor shall insure that the Application Architecture facilitates the use of the IFM Integration Architecture by including standard events and messages (data) that are associated with each integration.