

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 60		3. EFFECTIVE DATE November 15, 2005		4. REQUISITION/PURCHASE REQ. NO. 4200135669	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31/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. <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			
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 4200135669 PLIs 1, 2, 3, 4, and 5

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 43.103(b).
<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) FAR 43.103(b), and the "Limitation of Funds" clause

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 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	Potential	Contract	Total Sum
	Negotiated	Savings	Award Fee	Contract	Total Sum
	Estimated Cost	Fee	Earned	Value	Allotted
Prev. Base Total	\$492,669,367	\$0	\$12,457,954	\$521,348,704	\$345,725,960
This Modification	\$0	\$0	\$0	\$0	\$20,615,572
Rev. Base Total	\$492,669,367	\$0	\$12,457,954	\$521,348,704	\$366,341,532

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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED November 15, 2005		16C. DATE SIGNED November 15, 2005	
/s/ Julia A. Whitt <i>(Signature of person authorized to sign)</i>		BY /s/ Jeffrey S. Jackson <i>(Signature of Contracting Officer)</i>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to obligate an amount of \$20,615,572 in funding in order to extend contract coverage through March 24, 2006. In addition, the provisional award fee billing percentage is increased from 70 percent to 75 percent. Accordingly, NNM04AA02C is modified as follows:

- A. Clause B.3, Award Fee for Service Contracts, paragraph (e)(1), is revised to allow for the provisional billing of 75 percent (or the prior periods evaluation score, if lower) of the Potential Award Fee available for the period.
- B. Clause B.6, Contract Funding, is revised to reflect the obligation of \$20,615,572 in funding (from \$345,725,960 to \$366,341,532). As a result, the coverage date is extended to March 24, 2006.
- C. Clause B.6, Contract Funding, is revised to reflect the allocation of 75 percent of the Potential Award Fee for the period, in lieu of the current allocation of 70 percent. In addition, an allotment of 75 percent of the Potential Award Fee for the period January 1, 2006, through June 30, 2006, is made.
- D. 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

B-4
B-8

Page(s) Added

B-4
B-8

- E. All other terms and conditions of NNM04AA02C remain unchanged.

at **Clause B.2 ESTIMATED COST AND AWARD FEE**. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 75 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(f) Award fee determinations are unilateral decisions made solely at the discretion of the Government. Award fee that is determined to be payable by the Fee Determination Official under this contract shall be payable upon notice of award to the Contractor from the Contracting Officer and issuance of contract modification incorporating award fee earned.

(g) In the event this contract is terminated prior to a regularly scheduled semiannual award fee determination, the award fee to be paid the Contractor shall be an appropriate portion of the potential award fee, if any, as may be determined by the Fee Determination Official based on work accomplished.

(h) The amount of award fee which has been awarded pursuant to this clause and the period to which said fee applies is set forth in **Clause B.2(a)**.

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.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 \$345,762,966. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through March 24, 2006.

(b) An additional amount of \$20,578,566 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	\$329,579,054	\$16,183,912	\$345,762,966
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 75%)	\$3,688,952	\$4,431,660	\$8,120,612
Award Fee Earned	<u>\$12,457,954</u>	<u>\$0</u>	<u>\$12,457,954</u>
Total Sum Allotted	\$345,725,960	\$20,615,572	\$366,341,532

(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.