

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 98	3. EFFECTIVE DATE DEC 18 2006	4. REQUISITION/PURCHASE REQ. NO. N/A		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	
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)
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, 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	\$681,546,861	\$0	\$22,922,532	\$16,465,998	\$720,935,391	\$598,063,232
This Modification	\$1,629,885	\$0	\$0	\$97,793	\$1,727,678	\$0
Rev. Base Total	\$683,176,746	\$0	\$22,922,532	\$16,563,791	\$722,663,069	\$598,063,232

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) Beverly G. Hayes, FEDCOM BU Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR for /s/ Jill C. Watkins (Signature of person authorized to sign)	15C. DATE SIGNED December 14, 2006	16B. UNITED STATES OF AMERICA BY /s/ David A. Iosco (Signature of Contracting Officer)	16C. DATE SIGNED December 18, 2006

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
 (continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-025, entitled "Marshall Space Flight Center (MSFC) Agencywide System Administration & Data Center Support" that was submitted in response to NASA/MSFC letter Request for Proposal PS31-J/AA02C-06-228 dated November 16, 2006. 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 \$3,205,431. This increase is by \$1,629,885 (from \$179,374,329 to \$181,004,214) for Option Year 1 reflected as CLIN 003 in paragraph (b), and by \$1,575,547 (from \$176,080,153 to \$177,655,700) for Option Year 2 reflected in paragraph (b) as CLIN 005. The total of Potential Award Fee is increased by \$192,326. This increase is by \$97,793 (from \$10,767,180 to \$10,864,973) for Option Year 1 reflected as CLIN 003 in paragraph (b) and by \$94,533 (from \$10,569,527 to \$10,664,060) for Option Year 2 reflected as CLIN 005 in paragraph (b). These amounts are further allocated by contract year as follows:

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
1/1/07 - 6/30/07	\$ 814,942	\$48,896
7/1/07 - 12/31/07	<u>\$ 814,943</u>	<u>\$48,897</u>
TOTAL	\$1,629,885	\$97,793

- B. Under Section B, Clause B.3, Award Fee for Service Contracts, paragraph (i) is revised to reflect the adjusted Potential Award Fee pools for the periods affected by this definitization modification.
- C. Under Section B, Clause B.6, Contract Funding, an amount of \$36,672 is reallocated from Estimated Cost to Provisional Award Fee in order to provisionally fund 75% of the Potential Award Fee for the periods 7/1/06 to 12/31/06 and 1/1/07 to 6/30/07. Contractor billing of provisional award fee for any period shall not exceed 75% of the Potential Award Fee pool available for that period. Balance of fee shall be paid upon allocation of Earned Award Fee as determined by the UNITEs Fee Determination Official. This action will not result in a revised coverage date.

- D. Attachment J-1, Performance Work Statement, Section 3.4.2, Computer Systems Services, paragraphs "a" and "e", is revised to reflect incorporation of the effort for which this contract action is executed. The effort delineated herein shall commence on January 1, 2007.
- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposal for "Marshall Space Flight Center (MSFC) Agencywide System Administration & Data Center Support." It is noted that this definitization amount exceeds \$550,000 and adjusts the associated subcontract amounts. This plan is not numbered but is incorporated as part of 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 these proposals.
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$1,727,678 (from \$720,935,391 to \$722,663,069) in recognition of the actions taken in (A) through (E) above.
- 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.

Page(s) Deleted

B-2
B-3
B-5
B-8
J-1-26
N/A

Page(s) Added

B-2
B-3
B-5
B-8
J-1-26
J-6-1 – J-6-6

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."

Contract
Change Identification

NASA/MSFC letter
Request for Proposal
PS31-J/AA02C-06-228
dated November 16, 2006

Contractor
Proposal Number

SAIC proposal SAIC-P-025
dated November 28, 2006
and submitted via SAIC letter
SAIC-06-476 dated
November 28, 2006

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	\$ 90,970,318		\$5,162,909	
Base Year 3	1/1/06-6/30/06	\$ 94,048,190		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06	\$ 94,940,986			\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
TOTAL Base		\$502,172,532		\$22,922,532	\$5,698,818
Option Year 1	1/1/07-6/30/07	\$92,012,676			\$ 5,523,119 AF (\$4,197,570 SF) (\$1,325,549 OF)
Option Year 1	7/1/07 - 12/31/07	\$88,991,538			\$ 5,341,854 (\$4,059,809 SF) (\$1,282,045 OF)
TOTAL Opt. 1		\$181,004,214			\$10,864,973
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL	\$683,176,746		\$22,922,532	\$16,563,791

* 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:

<u>CLIN</u>	<u>Qty.</u>	<u>Unit</u>	<u>Estimated Cost</u>	<u>Award Fee</u>
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001****	1	Job	\$502,172,532	\$28,621,350
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

****The total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 shall not be exceeded unless revised by bilateral contract modification.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				
003*	1	Job	\$181,004,214	\$10,864,973 AF (\$8,257,379 SF) (\$2,607,594 OF)

			Estimated Amount	Maximum Amount
004**/**	1	ID/R	\$0	\$500,000 (Exercised)

* No costs against CLINS 003 and 004 shall be expended prior to 1/1/07.
 **The actual value of CLIN 004 will be the summation of individual task orders issued pursuant to this clause and clauses B.7 and B.8. A reconciliation modification will be issued as required to reflect the current task order summation value in Clause B.2.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Unexercised)				
005	1	Job	\$177,655,700	\$10,664,060 AF (\$8,104,686 SF) (\$2,559,374 OF)

			Estimated Amount	Maximum Amount
006	1	ID/R	\$0	\$500,000 (Unexercised)

(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 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	\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06	\$5,301,669	\$ 5,645,252 AF (\$4,290,392 SF) (\$1,354,860 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,698,818 AF (\$4,331,102 SF) (\$1,367,716 OF)
Option Year 1	1/1/07-6/30/07		\$ 5,523,119 AF (\$4,197,570 SF) (\$1,325,549 OF)
Option Year 1	7/1/07 - 12/31/07		\$ 5,341,854 (\$4,059,809 SF) (\$1,282,045 OF)
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-



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



(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 \$566,724,247. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through May 23, 2007.

(b) An additional amount of \$31,338,985 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	\$566,760,919	(\$36,672)	\$566,724,247
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 75%)	\$8,379,781	\$36,672	\$8,416,453
Award Fee Earned	<u>\$22,922,532</u>	<u>\$0</u>	<u>\$22,922,532</u>
Total Sum Allotted*	\$598,063,232	\$0	\$598,063,232

*The contractor shall not expend an amount greater than the total of Estimated Cost, Earned Award Fee, and Potential Award Fee associated with CLIN 001 prior to January 1, 2007.

(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.

- 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), the **NOMAD Messaging System, Integration Lab, and the Exploration Systems Mission Directorate's (ESMD) Integrated Collaborative Environment (ICE)**, being located at the NASA Data Center (NDC) at MSFC. **NOMAD** components include the NDC Active Directory, MS Sharepoint, MS Exchange 2003, and MS Live Communications and associated infrastructure. **ESMD/ICE components include collaborative engineering tools such as WindChill, ProjectLink, PDMLink, Cradle, Active Risk Manager, wInsight, CITRIX, Primavera, Vignette, an Integration broker, Tibco, and Wiki.**
- 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 for **Agency systems such as CBACS**, with activities 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