

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 12	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000197	3. EFFECTIVE DATE 09/09/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Office of Procurement George C. Marshall Space Flight Ctr National Aeronautics and Space Administration Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Brenda F. Tate (256) 544-7673 (256) 544-8993 Brenda F. Tate@nasa.gov	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATION INTL CORP Attn: Company 6, Technology Services Comp 10260 Campus Point Drive San Diego CA 92121-1152		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE CAGE 075L1	FACILITY CODE 103429	X 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 ACKNOWLEDGEMENT 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. It 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.

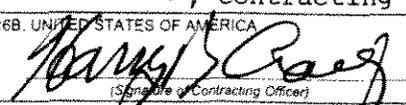
12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103 (b) and Clause B.3, Award Fee for Service Contracts

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Harry B Craig, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			09/09/2009
		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
 (continued)

	<u>Negotiate Estimated Cost</u>	<u>Base Fee</u>	<u>Award Fee Earned</u>	<u>Potential Award Fee</u>	<u>Contract Value</u>	<u>Total Sum Allotted</u>
Prev. Base Total	(b)(4)		\$51,220,465	(b)(4)		\$1,180,273,202
This Modification			\$6,246,604			\$0
Provisional Increase						
Rev. Base Total	(b)(4)		\$57,467,069	(b)(4)		\$1,180,273,202

In accordance with the Award Fee Findings and Determination for the period January 1, 2009 through June 30, 2009, this modification incorporates the award fee earned for that period. 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 \$6,246,604 in Award Fee earned and the reduction of (b)(4) in Potential Award Fee, resulting in a decrease of contract value of (b)(4) (from (b)(4)). The contract value is provisionally increased by the amount of (b)(4) (from (b)(4) to (b)(4)) in funding in order to coincide with the total sum allotted. Of the total Potential Award Fee of (b)(4) the amounts earned are delineated as follows:

	<u>Potential Award Fee</u>	<u>Earned Award Fee</u>
Subjective	(b)(4)	\$4,665,138
Objective		<u>\$1,581,466</u>
Total		\$6,246,604

- B. Under Section B, Clause B.2, Estimated Cost and Award Fee, Part (b), is revised to reflect the current total Award Fee amount for 11-Month Extension as the cumulative of the Earned Award Fee and Potential Award Fee for the period January 1, 2009 to June 30, 2009. Therefore, part (b) is revised to reflect the reduction of unearned award fee by (b)(4) (from (b)(4) to (b)(4)) for CLIN 007, 11-Month Extension, for the period January 1, 2009 to June 30, 2009.
- C. Under Section B, Clause B.3, Award Fee for Service Contracts, Part (i), is revised to reflect the Earned Award Fee of \$6,246,604 delineated in this modification. The Potential Award Fee column will for each period will remain unchanged to allow insight into the Potential Award Fee available for each period.

- D. Under Section B, Clause B.6, 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.
- 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

Page(s) Added

B-2 (Mod. 180)
B-3 (Mod. 180)
B-5 (Mod. 180)
B-8 (Mod. 180)

B-2 (Mod. 197)
B-3 (Mod. 197)
B-5 (Mod. 197)
B-8 (Mod. 197)

- 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	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	(b)(4)		\$2,696,331	(b)(4)
Base Year 1	7/1/04 - 12/31/04			\$4,851,221	
Base Year 2	1/1/05-6/30/05			\$4,910,402	
Base Year 2	7/1/05 - 12/31/05			\$5,162,909	
Base Year 3	1/1/06-6/30/06			\$5,301,669	
Base Year 3	7/1/06 - 12/31/06			\$5,385,246	
TOTAL Base				\$28,307,778	
Option Year 1	1/1/07-6/30/07			\$5,659,411	
Option Year 1	7/1/07 - 12/31/07			\$5,841,558	
TOTAL Opt. 1				\$11,500,969	
Option Year 2	1/1/08-6/30/08			\$5,484,881	
Option Year 2	7/1/08 - 12/31/08			\$5,926,837	
TOTAL Opt. 2				\$11,411,718	
11-Month Extension	1/1/09 - 6/30/09			\$6,246,604	
11-Month Extension	7/1/09 - 11/30/09				
Total 11-Month Extension					
Provisional Increase					
	TOTAL			\$57,467,069	

* 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	(b)(4)	
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Estimated Amount	Maximum Amount
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002	1	ID/R	(b)(4)	
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****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
<u>OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)</u>				

003	1	Job	(b)(4)	
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Estimated Amount	Maximum Amount
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004	1	ID/R	(b)(4)	
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CLIN	Qty.	Unit	Estimated Cost	Award Fee
<u>OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Exercised)</u>				

005*	1	Job	(b)(4)	
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Estimated Amount	Maximum Amount
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006**/**	1	ID/R	(b)(4)	
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* No costs against CLINS 005 and 006 shall be expended prior to 1/1/08.
 **The actual value of CLIN 006 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
<u>11-Month Extension (Jan. 1, 2009 thru Nov. 30, 2009)</u>				

007*	1	Job	(b)(4)	
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* No costs against CLIN 007 shall be expended prior to 1/1/09 with the exception of the materials needed to sustain the program.
 (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	Base Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04		\$270,275	(b)(4)
	3/31/04- 6/30/04		\$2,426,056	
Base Year 1	7/1/04 - 12/31/04		\$4,851,221	
Base Year 2	1/1/05-6/30/05		\$4,910,402	
Base Year 2	7/1/05 - 12/31/05		\$5,162,909	
Base Year 3	1/1/06-6/30/06		\$5,301,669	
Base Year 3	7/1/06 - 12/31/06	(b)(4)	\$5,385,246	
Option Year 1	1/1/07-6/30/07		\$5,659,411	
Option Year 1	7/1/07 - 12/31/07		\$5,841,558	
Option Year 2	1/1/08-6/30/08		\$5,484,881	
Option Year 2	7/1/08 - 12/31/08		\$5,926,837	
11-Month Extension	1/1/09 + 6/30/09		\$6,246,604	
11-Month Extension	7/1/09 - 11/30/09			

* 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	[REDACTED]
1/1/05 - 12/31/05	
1/1/06 - 12/31/06	
1/1/07 - 12/31/07	
1/1/08 - 12/31/08	
1/1/09 - 11/30/09	

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.

<u>Period</u>	<u>Amount</u>
1/1/04 to 12/31/04	(b)(4)
1/1/05 to 12/31/05	(b)(4)
1/1/06 to 12/31/06	(b)(4)
1/1/07 to 12/31/07	(b)(4)
1/1/08 to 12/31/08	(b)(4)
1/1/09 to 11/30/09	(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 (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through November 29, 2009.

(b) An additional amount of (b)(4) 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	(b)(4)	(b)(4)	(b)(4)
Base Fee	(b)(4)	(b)(4)	(b)(4)
Provisional Award Fee (Funded at (b)(4))	(b)(4)	(b)(4)	(b)(4)
Award Fee Earned	\$51,220,465	\$6,246,604	\$57,467,069
Total Sum Allotted	\$1,180,273,202	\$0	\$1,180,273,202

(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.