

2. AMENDMENT/MODIFICATION NO. 000202 3. EFFECTIVE DATE November 30, 2009 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE MSFC 7. ADMINISTERED BY (If other than Item 6) CODE MSFC
 Office of Procurement NASA/Marshall Space Flight Center
 George C. Marshall Space Flight Ctr Brenda F. Tate
 National Aeronautics and Space (256) 544-7673
 Administration (256) 544-8993
 Marshall Space Flight Center AL 35812 Brenda F. Tate@nasa.gov

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
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X NNM04AA02C
 10B. DATED (SEE ITEM 13) 1/1/04
 CODE CAGE - 0T5L1 FACILITY CODE 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 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. 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)
 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).
X	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.)
 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) Candice L. Weeks, Sr. Contracts Rep.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harry B Craig, Contracting Officer
15B. CONTRACTOR OFFEROR <i>Candice L. Weeks</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/25/09
16B. UNITED STATES OF AMERICA <i>Harry B. Craig</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-30-2009

**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>Provisional Increases</u>	<u>Contract Value</u>	<u>Total Sum Allotted</u>
Prev. Base Total	(b)(4)		\$57,467,069	(b)(4)			\$1,192,057,165
This Modification			\$0				\$0
Rev. Base Total			\$57,467,069				\$1,192,057,165

The purposes of this modification are to: (A) extend the contract period of performance by 8 months for PWS Sections 2.0, 3.0, and 4.0; (B) extend the contract period of performance by 2 months for PWS Section 5.0 to allow for the completion of the Information Technology (IT) Infrastructure Integration Program (I³P) recompetition efforts; and (C) definitize the Contractor's proposal SAIC-P-046, entitled "UNITeS 14-Month Extension" dated September 3, 2009, submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-09-368. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, Part (a), is revised to reflect the addition of \$119,518,306 in value associated with the 8-month extension for PWS 2.0, 3.0, and 4.0 (CLINs 008, 009, and 011) and the 2-month extension for PWS 5.0 (CLIN 010).

- B. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total potential Estimated Cost is increased by (b)(4) (from (b)(4)) for the total contract. The total Potential Award Fee is increased by (b)(4) (from (b)(4)) for a total of (b)(4). The total contract value is increased from (b)(4). The 8-month and 2-month extensions are reflected as CLINs 008, 009, 010, and 011. Option Period 1 is reflected as CLINs 012, 013, 014, 015, and 016. The total Potential Estimated Cost for Option Period 1 is (b)(4) and the Potential Award Fee is (b)(4) for a total of (b)(4). Option Period 2 is reflected as CLINs 017, 018, 019, 020, and 021. The Potential Estimated Cost for Option Period 2 is (b)(4) and the Potential Award Fee is (b)(4) for a total of (b)(4). Option Period 3 is reflected as CLINs 022, 023, 024, 025, and 026. The Potential Estimated Cost for Option Period 3 is (b)(4) and Potential Award Fee is (b)(4) for a total of (b)(4). Option Period 4 is reflected as CLINs 027, 028, 029, 030, and 031. The Potential Estimated Cost for Option Period 4 is (b)(4) and the Potential Award Fee is (b)(4) for a total of (b)(4). Option Period 5 is reflected as CLINs 032, 033, 034, 035, and 036. The Potential Estimated Cost for Option Period 5 is (b)(4) and the Potential Award Fee is (b)(4) for a total of (b)(4). Option Period 6 is reflected as CLINs 037, 038, 039, 040, and 041. The Potential Estimated Cost for Option Period 6 is (b)(4) and the Potential Award Fee is (b)(4) for a total of (b)(4). These amounts are based on the following breakouts in paragraph (a):

SAIC-P-046

Paragraph (a)

<u>CLIN</u>	<u>PWS Section</u>	<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Potential Award Fee</u>		
Base						
008	3.0	12/01/09-07/31/2010	(b)(4)			
009	4.0	12/01/09-07/31/2010				
010	5.0	12/01/09-01/31/2010				
010 (Addendum)	5.0	12/01/09-01/31/2010				
011	2.0	12/01/09-07/31/2010				
Total Base						
Option 1						
012	3.0	08/01/2010-08/31/2010				
013	4.0	08/01/2010-08/31/2010				
014	5.0	02/01/2010-02/28/2010				
014 (Addendum)	5.0	02/01/2010-02/28/2010				
015	2.0	08/01/2010-08/31/2010				
016	2.0	02/01/2010-02/28/2010				
Total Option 1						
Option 2						
017	3.0	09/01/2010-09/30/2010				
018	4.0	09/01/2010-09/30/2010				
019	5.0	03/01/2010-03/31/2010				
019 (Addendum)	5.0	03/01/2010-03/31/2010				
020	2.0	09/01/2010-09/30/2010				
021	2.0	03/01/2010-03/31/2010				
Total Option 2						
Option 3						
022	3.0	10/01/2010-10/31/2010				
023	4.0	10/01/2010-10/30/2010				
024	5.0	04/01/2010-04/30/2010				
024 (Addendum)	5.0	04/01/2010-04/30/2010				
025	2.0	10/01/2010-10/31/2010				
026	2.0	04/01/2010-04/30/2010				
Total Option 3						
Option 4						
027	3.0	11/01/2010-11/30/2010				
028	4.0	11/01/2010-11/30/2010				
029	5.0	05/01/2010-05/31/2010				
029(Addendum)	5.0	05/01/2010-05/31/2010				
030	2.0	11/01/2010-11/30/2010				
031	2.0	05/01/2010-05/31/2010				
Total Option 4						

<u>CLIN</u>	<u>PWS Section</u>	<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
Option 5				
032	3.0	12/01/2010-12/31/2010	(b)(4)	(b)(4)
033	4.0	12/01/2010-12/31/2010	(b)(4)	(b)(4)
034	5.0	06/01/2010-06/30/2010	(b)(4)	(b)(4)
034 (Addendum)	5.0	06/01/2010-06/30/2010	(b)(4)	(b)(4)
035	2.0	12/01/2010-12/31/2010	(b)(4)	(b)(4)
036	2.0	06/01/2010-06/30/2010	(b)(4)	(b)(4)
Total Option 5				
Option 6				
037	3.0	01/01/2011-01/31/2011	(b)(4)	(b)(4)
038	4.0	01/01/2011-01/31/2011	(b)(4)	(b)(4)
039	5.0	07/01/2010-07/31/2011	(b)(4)	(b)(4)
039 (Addendum)	5.0	07/01/2010-07/31/2011	(b)(4)	(b)(4)
040	2.0	01/01/2011-01/31/2011	(b)(4)	(b)(4)
041	2.0	07/01/2011-07/31/2010	(b)(4)	(b)(4)
Total Option 6				

- C. 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.
- D. Under Section B, Clause B.5, Premium for Scheduled Overtime, is revised to reflect the Overtime Premium for December 1, 2009 through July 31, 2010 in the amount of \$67,175.
- E. Clause F.2, Period of performance, Part (a), is revised to reflect the extension of the Period of Performance through July 31, 2010.
- F. Pursuant to FAR 52.222-41, Service Contract Act of 1965 – As Amended, requests for determination of minimum wages will be submitted to the Department of Labor for the period December 1, 2009, through July 31, 2010. Prior to start of this period, such determinations will be incorporated by contract modification.
- G. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by (b)(4) (from (b)(4)) in recognition of the actions taken in (A) above.
- H. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposals for "UNITeS14-Month Extension". It is noted that the definitized 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.

- I. 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 (Mod. 197)	B-2 (Mod. 202)
B-3 (Mod. 197)	B-3 (Mod. 202)
B-4 (Mod. 120)	B-4 (Mod. 202)
B-5 (Mod. 197)	B-5 (Mod. 202)
B-6 (Mod. 17)	B-6 (Mod. 202)
B-7 (Mod. 17)	B-7 (Mod. 202)
B-8 (Mod. 201)	B-8 (Mod. 202)
B-9 (Mod. 17)	B-9 (Mod. 202)
B-10 (Mod. 17)	B-10 (Mod. 202)
B-11	B-11 (Mod. 202)
B-12	B-12 (Mod. 202)
B-13	B-13 (Mod. 202)
B-14	B-14 (Mod 202)
F-1 (Mod. 162)	F-1 (Mod. 202)
F-2 (Mod. 3)	F-2 (Mod. 202)
F-3	F-3 (Mod. 202)
F-4	F-4 (Mod. 202)
J-7, Supplement 26 (Mod. 162)	J-7, Supplement 26 (Mod. 202)

- J. 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 to the "proposal(s) for adjustment."

Contract
Change Identification
 Modification No. 202

NASA/MSFC
 Letter Request for Proposal
 PS31-J/AA02C-09-368
 dated July 27, 2009

Contractor
Proposal Number

SAIC proposal
 SAIC-P-046
 dated September 3, 2009

- K. All other terms and conditions of contract 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	Base Fee	Earned Award Fee	Potential Award Fee	
Base Year 1 CLIN 001	1/1/04- 6/30/04	(b)(4)		\$2,696,331	(b)(4)	
Base Year 1 CLIN 001	7/1/04 - 12/31/04			\$4,851,221		
Base Year 2 CLIN 001	1/1/05- 6/30/05			\$4,910,402		
Base Year 2 CLIN 001	7/1/05 - 12/31/05			\$5,162,909		
Base Year 3 CLIN 001	1/1/06- 6/30/06			\$5,301,669		
Base Year 3 CLIN 001	7/1/06 - 12/31/06			\$5,385,246		
TOTAL Base					\$28,307,778	
Option Year 1 CLIN 003	1/1/07- 6/30/07			\$5,659,411		
Option Year 1 CLIN 003	7/1/07 - 12/31/07			\$5,841,558		
TOTAL Opt. 1					\$11,500,969	
Option Year 2 CLIN 005	1/1/08- 6/30/08			\$5,484,881		
Option Year 2 CLIN 005	7/1/08 - 12/31/08			\$5,926,837		
TOTAL Opt. 2					\$11,411,718	
11-Month Extension CLIN 007	1/1/09 - 6/30/09			\$6,246,604		
11-Month Extension CLIN 007	7/1/09 - 11/30/09					
Total 11-Month Extension Provisional Increases						
14-Month Extension Base CLINs 008, 009, 010, & 011	12/1/09- 07/31/10 & 12/01/09- 01/31/10					
14-Month Extension Option 1 CLINs 012, 013, & 015	08/1/10- 08/31/10					
14-Month Extension Option 1 CLINs 014 & 016	02/01/10- 02/28/10					
14-Month Extension Option 2 CLINs 017, 018, & 020	09/1/10- 09/30/10					

14-Month Extension Option 2 CLINs 019 & 021	09/01/10-03/31/10				
14-Month Extension Option 3 CLINs 022, 023, & 025	10/1/10-10/31/10				
14-Month Extension Option 3 CLINs 024 & 026	04/01/10-04/30/10				
14-Month Extension Option 4 CLINs 027, 028, & 030	11/1/10-11/30/10				
14-Month Extension Option 4 CLINs 029 & 031	05/01/10-05/31/10				
14-Month Extension Option 5 CLINs 032, 033, & 035,	12/1/10-12/31/10				
14-Month Extension Option 5 CLINs 034 & 036	06/01/10-06/31/10				
14-Month Extension Option 6 CLINs 037, 038, & 040	1/1/11-1/31/11				
14-Month Extension Option 6 CLINs 039 & 041	07/01/10-07/31/10				
	TOTAL	(b)(4)		\$57,467,069	(b)(4)

* 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	(b)(4)	
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<u>Estimated Amount</u>	<u>Maximum Amount</u>
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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)	(Exercised)
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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)	AF
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Estimated Amount	Maximum Amount
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006**/**	1	ID/R	(b)(4)	(Exercised)
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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)	AF
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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.

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<u>14-Month Extension (Dec. 1, 2009 thru January 31, 2011)</u>				

Base 12/01/08-07/31/10 & 12/01/09-01/31/10 (All CLINS)

008	1	Job	(b)(4)	
009	1	Job	(b)(4)	
010	1	Job	(b)(4)	
011	1	Job	(b)(4)	

Option 1 08/01/10-08/31/10 (CLINS 012, 013, 015) & 02/01/10-02/28/10 (CLINS 014 & 016)

012	1	Job	(b)(4)	
013	1	Job	(b)(4)	
014	1	Job	(b)(4)	
015	1	Job	(b)(4)	
016	1	Job	(b)(4)	

Option 2 09/01/10-09/30/10 (CLINS 017, 018, & 020) & 03/01/10-03/31/10 (CLINS 019 & 021)

017	1	Job	(b)(4)	
018	1	Job	(b)(4)	
019	1	Job	(b)(4)	
020	1	Job	(b)(4)	
021	1	Job	(b)(4)	

CLIN	Qty.	Unit	Estimated Cost	Award Fee
14-Month Extension (Dec. 1, 2009 thru January 31, 2011)				

Option 3 10/01/10-10/31/10 (CLINs 022, 023, & 025) &
 04/01/10-04/30/10 (CLINs 024 & 026)

022	1	Job	(b)(4)	
023	1	Job	(b)(4)	
024	1	Job	(b)(4)	
025	1	Job	(b)(4)	
026	1	Job	(b)(4)	

Option 4 11/01/10-11/30/10 (CLINs 027, 028, & 030) &
 05/01/10-05/31/10 (CLINs 029 & 031)

027	1	Job	(b)(4)	
028	1	Job	(b)(4)	
029	1	Job	(b)(4)	
030	1	Job	(b)(4)	
031	1	Job	(b)(4)	

Option 5 12/01/10-12/31/10 (CLINs 032, 033, & 035) &
 06/01/10-06/30/10 (CLINs 034 & 036)

032	1	Job	(b)(4)	
033	1	Job	(b)(4)	
034	1	Job	(b)(4)	
035	1	Job	(b)(4)	
036	1	Job	(b)(4)	

Option 6 01/01/11-01/31/11 (CLINs 037, 038, & 040)
 07/01/10-07/31/10 (CLINs 039 & 041)

037	1	Job	(b)(4)	
038	1	Job	(b)(4)	
039	1	Job	(b)(4)	
040	1	Job	(b)(4)	
041	1	Job	(b)(4)	

(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, UNITED STATES 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 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 ^{(b)(4)} (or higher as approved by the Contracting Officer) 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)**.

(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 CLIN 001	1/1/04- 3/30/04		\$270,275	(b)(4)
	3/31/04- 6/30/04		\$2,426,056	
Base Year 1 CLIN 001	7/1/04 - 12/31/04		\$4,851,221	
Base Year 2 CLIN 001	1/1/05-6/30/05		\$4,910,402	
Base Year 2 CLIN 001	7/1/05 - 12/31/05		\$5,162,909	
Base Year 3 CLIN 001	1/1/06-6/30/06	(b)(4)	\$5,301,669	
Base Year 3 CLIN 001	7/1/06 - 12/31/06		\$5,385,246	
Option Year 1 CLIN 003	1/1/07-6/30/07		\$5,659,411	
Option Year 1 CLIN 003	7/1/07 - 12/31/07		\$5,841,558	
Option Year 2 CLIN 005	1/1/08-6/30/08		\$5,484,881	
Option Year 2 CLIN 005	7/1/08 - 12/31/08		\$5,926,837	
11-Month Extension CLIN 007	1/1/09 - 6/30/09		\$6,246,604	
11-Month Extension CLIN 007	7/1/09 - 11/30/09			
14-Month Extension Base CLINs 008, 009, 010, & 011	12/1/09-07/31/10 & 12/01/09-01/31/09			
14-Month Extension Option 1 CLINs 012, 013, & 015	08/1/10-08/31/10			
14-Month Extension Option 1 CLINs 014 & 016	02/01/10-02/28/10			
14-Month Extension Option 2 CLINs 017, 018, & 020	09/1/10-09/30/10			

14-Month Extension Option 2 CLINs 019 & 021	03/01/10-03/31/10			
14-Month Extension Option 3 CLINs 022, 023, & 025	10/1/10-10/31/10			
14-Month Extension Option 3 CLINs 024 & 026	04/01/10-04/30/10			
14-Month Extension Option 4 CLINs 027, 028, & 030	11/1/10-11/30/10			
14-Month Extension Option 4 CLINs 029 & 031	05/01/10-05/31/10			
14-Month Extension Option 5 CLINs 032, 033, & 035,	12/1/10-12/31/10			
14-Month Extension Option 5 CLINs 034 & 036	06/01/10-06/31/10			
14-Month Extension Option 6 CLINs 037, 038, & 040	1/1/11-1/31/11			
14-Month Extension Option 6 CLINs 039 & 041	07/01/10-07/31/10			

* 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 to 12/31/04	[REDACTED]
1/1/05 to 12/31/05	
1/1/06 to 12/31/06	
1/1/07 to 12/31/07	
1/1/08 to 12/31/08	
1/1/09 to 11/30/09	
12/1/09 to 7/31/10	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and,

(2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) The Contractor shall provide, at no additional cost to the UNITEs contract, the following items that were included in the contractor's offer and proposed as part of the UNITEs competition. As agreed during discussions, the items delineated below shall be provided by the contractor during the performance of this contract in accordance with the agreed upon schedule. In addition, they shall be furnished entirely at the expense of the contractor, and the contractor shall not attempt to recapture these costs as part of the normal allocable and allowable direct or indirect UNITEs billing process. It is also understood that the provision of these items and/or performance of these services will be measured as part of the Award Fee process and failure to provide any of the items specified below shall be reflected as part of the award fee earned.

SAIC (via IBM) shall generate detailed test plans for changes to systems and follow through the normal technical assurance and change management review process before scheduling these changes. For selected workload consolidation and centralization activities warranting such an acquisition, the SAIC Team shall obtain a loaner hardware system to rigorously test these consolidations at no cost to NASA. The loaner hardware systems shall be provided as required to support scheduled test activities in approved consolidation and centralization project plans.

1. In conjunction with the Technology Council, the SAIC Team shall build and equip, at no cost to NASA, a technology lab. The technology lab shall be ready for use within six months of contract award.
2. SAIC shall provide Enterprise Architecture Tools processes and methodologies at no cost to NASA. These tools shall be available at contract award.
3. Building on existing MSFC processes, SAIC shall employ CMMI Compliance Processes for software development and maintenance, at no cost to NASA. Assessment activities shall commence at contract award and process mentoring and support for implementing CMMI compliant processes shall proceed throughout the contract.
4. SAIC shall conduct complete information technology baseline risk assessment and vulnerability analysis using the OCTAVE methodology for assessing security risk at no cost to NASA. Baseline information shall be gathered from phase-in through March 2004. Security

assessment shall start in April 2004 and be completed in 60 days, subject to a NASA-approved project schedule.

5. SAIC shall assist the University of Alabama in Huntsville in the development of an SAP Curriculum in order to provide an entry-level source of talent to replace aging workforce for UNITEs and to supplement staffing approach for the IFM operations and sustain, as well as IFM module project support teams, at no cost to NASA. SAIC shall commence working with UAH immediately after contract award to establish an SAP curriculum and to connect the University to SAP America for software and support. Until implementation of a formal course (approximately 2005), SAIC shall work with UAH to provide periodic guest lectures and to establish an SAP Student Interest Group to assist in building support and gaining student interest. The first internships are expected to begin in January 2005, with first hires in the summer of 2005.
6. For Knowledge Management, SAIC shall employ SAP Knowledge Network to improve business process and SAP system knowledge and expertise of IFMP staff, as well as career development plan - resulting in improved expertise among staff that will deliver improved customer satisfaction, at no cost to NASA. SAIC shall begin establishing the Knowledge Management Network during contract phase-in. Defined career plans shall be established for all employees within the first six months to support advancement and retention of staff.
7. SAIC shall provide a \$1M Innovation Fund to further develop innovative ideas and prototype/qualify the business case. Members of the SAIC Team shall contribute the funds at no cost to NASA. SAIC shall also work with NASA to create a board to review and allocate these funds to projects. \$200,000 shall be available per contract year for projects and technology approved by both SAIC and NASA.
8. The SAIC Team shall make its SAS and NMS DoD-certified Level 2 courses in its training facility in Huntsville available to MSFC IT security personnel at no cost to NASA. The facility, equipment, and instructors shall be available to MSFC IT security personnel four weeks after contract award.

(End of clause)

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>
01/1/04 to 12/31/04	(b)(4)
01/1/05 to 12/31/05	
01/1/06 to 12/31/06	
01/1/07 to 12/31/07	
01/1/08 to 12/31/08	
01/1/09 to 11/30/09	
12/1/09 to 07/31/10	

(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 30, 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)		
Base Fee			
Provisional Award Fee (Funded at (b)(4))			
Award Fee Earned	<u>\$57,467,069</u>	<u>\$0</u>	<u>\$57,467,069</u>
Total Sum Allotted	\$1,192,057,165	\$0	\$1,192,057,165

(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.

(c) The estimated amount of Requirements work for each period is specified in **Section B.2** as CLINS 002, 004, and 006.

The Government is not obligated to place any orders under this contract for Requirements work.

(End of clause)

B.8 REQUIREMENTS ORDERING PROCEDURES

- (a) The Contracting Officer (CO) will issue all Requirements work under this contract. As required, Task Orders (TO's), will be issued via bilateral contract modification based on the established burdened labor rates delineated in **ATTACHMENT J-14, Requirements Labor Rates**, and will contain the following information:
- (b)
1. Date of Order (effective date of Modification)
 2. Contract number and Order number (i.e., Task Order 001, 002, etc.)
 3. Contract item number and description, quantity, and estimated cost or fee (i.e., specific PWS sections requiring band adjustment, applications to be delivered, and negotiated adjustment value to contract)
 4. Delivery or performance schedule (if different from basic contract)
 5. Place of delivery or performance (if different from basic contract)
 6. Any packaging, packing, and shipping instructions (if different from basic contract)
 7. Accounting and appropriation data (if funding to be provided with order)
 8. Method of payment and payment office (if different from basic contract)

(b) Fixed Labor Rate Requirements Work

The Contractor shall perform any and all functions required by the issuance and negotiation of Task Orders per the rates established in **ATTACHMENT J-14**. These rates are burdened to include all costs, direct and indirect, including fringes, overhead, and general and administrative, but excluding fee. These rates are fixed for the base period and each option year as submitted by the Contractor as part of the negotiated proposal.

(End of clause)

B.9 CONTRACT EXTENSION RESULTING FROM PROTESTS

(a) If the award of a successor contract to perform the services being performed under this contract is delayed because of a protest, the Contracting Officer may extend the period of performance on this contract to cover any delay caused by such protest. The Contractor shall be entitled to an equitable adjustment for such an extension, subject to limitations in paragraph (b).

(b) The final award fee evaluation period may be extended to include the contract extension period provided for in paragraph (a). However, if the Contractor is the protester or one of the protesters, no additional fee shall be put in the award fee pool or otherwise made available to the Contractor, unless the Contractor or another protester substantially prevails in the protest.

(End of clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-15 Stop-Work Order (Aug 1989) -- Alternate I
(Apr 1984)
52.247-65 F.o.b. Origin, Prepaid Freight -- Small
Package Shipments (Jan 1991)
52.247-29 F.o.b. Origin (Jun 1998)

(End of clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be January 1, 2004 through December 31, 2006. The period of performance for Option Period 1 shall be January 1, 2007 through December 31, 2007. The period of performance for Option Period 2 shall be January 1, 2008 through December 31, 2008. The period of performance for the 11-Month Extension shall be January 1, 2009 through November 30, 2009. The period of performance for the 14-Month Extension base period shall be December 1, 2009 to July 31, 2010.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option Period</u>	<u>Period of Performance</u>
<u>No.</u>	
1	1/1/07 to 12/31/07 (Exercised)
2	1/1/08 to 12/31/08 (Exercised)
<u>14-Month</u>	
<u>Extension Options</u>	
1	2/1/10 to 2/28/10 (CLINs 014 & 016) & 8/1/10 to 8/31/10 (CLINs 012, 013, & 015)
2	3/1/10 to 3/31/10 (CLINs 019 & 021) & 9/1/10 to 9/30/10 (CLINs 017, 018, & 020)

14-Month
Extension Options (Continued)

- | | |
|---|---|
| 3 | 4/1/10 to 4/30/10 (CLINS 024 & 026)
&
10/1/10 to 10/31/10 (CLINS 022, 023, & 025) |
| 4 | 5/1/10 to 5/31/10 (CLINS 029 & 031)
&
11/1/10 to 11/30/10 (CLINS 027, 028, & 030) |
| 5 | 6/1/10 to 6/30/10 (CLINS 034 & 036)
&
12/1/10 to 12/31/10 (CLINS 032, 033, & 035) |
| 6 | 7/1/10 to 7/31/10 (CLINS 039 & 041)
&
1/1/11 to 1/31/11 (CLINS 037, 038, & 040) |

(End of clause)

F.3 PLACE OF PERFORMANCE (MSFC--52.237-91) (FEB 2001)

The contractor shall perform the work under this contract at Marshall Space Flight Center, Alabama; NASA Headquarters, Washington, D.C.; Glenn Research Center, Ohio; Kennedy Space Center, Florida; Johnson Space Center, Texas; Ames Research Center, California; Goddard Space Flight Center, Maryland; Stennis Space Center, Mississippi; Dryden Flight Research Center, California; Langley Research Center, Virginia; Jet Propulsion Laboratory, California; Independent Validation and Verification Facility, West Virginia; Wallops Flight Facility, Maryland; Michoud Assembly Facility, Louisiana; White Sands Test Facility, New Mexico; Moscow, Russia; and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

F.4 FREE ON BOARD (F.o.b.) POINT

(a) The F.o.b point for deliverables under this contract shall be the George C. Marshall Space Flight Center, Marshall Space Flight Center, AL 35812, at the sites requiring the deliverables, or for specific items, when so directed by the Contracting Officer or his duly authorized representative, at the Contractor's facilities.

(b) Those items having the F.o.b point at the Contractor's facilities in accordance with (a) above shall be shipped as directed by the Contracting Officer or his duly authorized representative and in accordance with clause 52.247-1, "Commercial Bill of Lading Notations."

(End of clause)

F.5 SECTION 10721 RATES (MSFC--52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of clause)

F.6 BILLS OF LADING (1852.247-73) (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) Commercial Bill of Lading. All domestic shipments shall be made via Commercial Bills of Lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: _____
Destination: _____".

(b) Government bill of lading.

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government Bills of Lading (GBLs). As used in this

clause, "domestic overseas" means non-continental United States, i.e., Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: Transportation Officer, AD42, NASA, George C. Marshall Space Flight Center, MSFC, AL 35812. If time is limited, requests may be by telephone: (256) 544-4554. Requests for GBLs shall include the following information.

- (i) Item identification/ description.
- (ii) Origin and destination.
- (iii) Individual and total weights.
- (iv) Dimensional Weight.
- (v) Dimensions and total cubic footage.
- (vi) Total number of pieces.
- (vii) Total dollar value.
- (viii) Other pertinent data.

(End of clause)

[END OF SECTION]

Pages 23 through 26 redacted for the following reasons:

(b)(4) Subcontracting Plan