

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE 12	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 117		3. EFFECTIVE DATE August 21, 2007		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		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-8993 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)**

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.
<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(a) and FAR Clause 52.217-9 "Option to Extend the Term of the Contract"

**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.)**

	Negotiated Estimated Cost	Base Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	(b)(4)		\$28,307,778	(b)(4)		\$745,850,812
This Modification			\$0			\$0
Rev. Base Total			\$28,307,778			\$745,850,812

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) David A. Iosco, Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY <u>/s/ David A. Iosco</u> (Signature of Contracting Officer)	16C. DATE SIGNED August 21, 2007
<u>(Signature of person authorized to sign)</u>			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  
(continued)

The purposes of this modification are to: (A) exercise Option Period No. 2 (CLIN 005) of the contract as delineated in Clause B.2, Estimated Cost and Award Fee, in order to extend the contract period of performance through December 31, 2008; and (B) exercise CLIN 006 (ID-R) in order to allow for the potential award of task orders against this CLIN. Accordingly, NNM04AA02C is modified as follows:

- A. On the SF 26, Award/Contract, the amount indicated in Block 15G is increased by (b)(4) [REDACTED]
- B. Clause B.2, Estimated Cost and Award Fee, Part (a), is revised to reflect the addition of \$(b)(4) [REDACTED] in value associated with Option Period 2 (CLIN 005). This value will be further allocated between the two 6-month performance evaluation periods of January 1, 2008 to June 30, 2008, and July 1, 2008 to December 31, 2008.
- C. Clause B.2, Estimated Cost and Award Fee, Part (b), is revised to reflect the exercise of both CLIN 005 (Option 2) and CLIN 006 (ID-R) and to delineate when costs against CLIN 005 can be expended.
- D. Clause B.3, Award Fee for Service Contracts, Part (i), is revised to reflect the addition of \$(b)(4) [REDACTED] in value associated with Option Period 2 (CLIN 005). This value will be further allocated between the two 6-month performance evaluation periods of January 1, 2008 to June 30, 2008, and July 1, 2008 to December 31, 2008.
- E. Clause F.2, Period of Performance, Part (a), is revised to reflect the extension of the period of performance through December 31, 2008.
- 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 January 1, 2008, through December 31, 2008. Prior to start of this period, such determinations will be incorporated by contract modification.

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. Changes are indicated in either bolded text or by a vertical line in the right margin to indicate the specific area(s) of change.

Page(s) Deleted

B-2 (Mod. 111)  
B-3 (Mod. 111)  
B-5 (Mod. 111)  
B-8 (Mod. 115)  
F-1 (Mod. 83)

Page(s) Added

B-2 (Mod. 117)  
B-3 (Mod. 117)  
B-5 (Mod. 117)  
B-8 (Mod. 117)  
F-1 (Mod. 117)

H. 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	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				
Option Year 1	7/1/07 - 12/31/07				
TOTAL Opt. 1					
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL		\$28,307,778		

\* 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
<b>BASIC PERIOD</b> (January 1, 2004 thru December 31, 2006)				
001****	1	Job	(b)(4)	
			<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
<b><u>OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)</u></b>				
003	1	Job	(b)(4)	
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004	1	ID/R	\$0	\$500,000 (Exercised)

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<b><u>OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Exercised)</u></b>				
005*	1	Job	(b)(4)	
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006*/**	1	ID/R	\$0	\$500,000 (Exercised)

\* 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.

(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	(b)(4)	\$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		\$5,385,246	
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	

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.

(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)

(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)