

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 118		3. EFFECTIVE DATE August 24, 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		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-8993 Fax		5. PROJECT NO. (If applicable)
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.
CODE CAGE 0T5L1 FACILITY CODE SAP- 103429		<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
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;
- (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 43.103b).
<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) Clause B.3, Award Fee For Service Contracts and FAR 43.103(b)
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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			\$5,659,411			\$0
Rev. Base Total			\$33,967,189			\$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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		/s/ Jeffrey S. Jackson BY _____ <i>(Signature of Contracting Officer)</i>	August 24, 2007

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)**

In accordance with the Award Fee Findings and Determination for the period January 1, 2007 through June 30, 2007, this modification incorporates the award fee earned for the 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 (b)(4) in Award Fee earned and the reduction of (b)(4) in Potential Award Fee, resulting in a decrease of contract value of (b)(4). 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)	\$4,177,243
Objective	(b)(4)	<u>\$1,482,168</u>
Total	(b)(4)	\$5,659,411

- 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 CLIN 003 as the cumulative of the Earned Award Fee and Potential Award Fee for the period January 1, 2007 to December 31, 2007. Therefore, part (b) is revised to reflect the reduction of unearned award fee by (b)(4) for CLIN 003, Option Period 1, for the period January 1, 2007 to June 30, 2007.
- C. Under Section B, Clause B.3, Award Fee for Service Contracts, Part (i), is revised to reflect the Earned Award Fee of \$5,659,411 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.5, 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 SF26, Award/Contract, Block 15G, is hereby revised to reflect the new contract value of (b)(4) in recognition of the action taken in "A" above.

- F. 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

B-2 (Mod. 117)
B-3 (Mod. 117)
B-5 (Mod. 117)
B-8 (Mod. 115)

Page(s) Added

B-2 (Mod. 118)
B-3 (Mod. 118)
B-5 (Mod. 118)
B-8 (Mod. 118)

- G. 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				
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			\$33,967,189	

* 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>
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
<u>OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)</u>				
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
<u>OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Exercised)</u>				
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		\$5,659,411	
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	

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	
1/1/06 to 12/31/06	
1/1/07 to 12/31/07	
1/1/08 to 12/31/08	

(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 December 31, 2007.

(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>\$28,307,778</u>	<u>\$5,659,411</u>	<u>\$33,967,189</u>
Total Sum Allotted	\$745,850,812	\$0	\$745,850,812

(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.