

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 143		3. EFFECTIVE DATE February 25, 2008	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	7. ADMINISTERED BY (If other than Item 6) Brenda F. Tate (256) 544-7673 Phone (256) 544-8993 Fax Brenda.F.Tate@nasa.gov		CODE PS31-J
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	Base Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	(b)(4)		\$33,967,189	(b)(4)		\$866,361,231
This Modification			\$0			(\$18,999)
Rev. Base Total			\$33,967,189			\$866,342,232

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) Jill C. Watkins, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ Jill C. Watkins (Signature of person authorized to sign)	15C. DATE SIGNED February 21, 2008	16B. UNITED STATES OF AMERICA BY /s/ David A. Iosco (Signature of Contracting Officer)	16C. DATE SIGNED February 21, 2008

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
 (continued)

The purposes of this modification are to: (A) incorporate changes to Attachment J-1, Performance Work Statement (PWS), Section 3.1.1, Sustained Engineering Support for Agencywide Administrative Systems (SESAAS); (B) definitize the Contractor's proposal SAIC-P-042 entitled "UNITeS SESAAS Asset Management Support", Revision 2, dated February 5, 2008, and submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-07-288 dated December 3, 2007; and (C) deobligate an amount of \$18,999 in funding. Accordingly, NNM04AA02C is modified as follows:

- A. 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 Option Year 2 as reflected in CLIN 005 in paragraph (a). The total Potential Award Fee is increased by (b)(4) for Option Year 2 reflected as CLIN 005 in paragraph (a). These amounts are based on the following breakouts:

SAIC-P-042, Revision 2

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
02/22/08 - 06/30/08	(b)(4)	(b)(4)
07/01/08 - 12/31/08	(b)(4)	(b)(4)
TOTAL	(b)(4)	(b)(4)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
CLIN 005	(b)(4)	(b)(4)

- 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, the total amount allotted by the Government is decreased by \$18,999. The total amount obligated is therefore decreased from \$866,361,231 to \$866,342,232. As a result of this action, the funded through date of July 24, 2008 remains unchanged.
- D. Under Section B, Clause B.6, Contract Funding, an amount of (b)(4) is removed from Estimated Cost in order to provisionally fund (b)(4) of the Potential Award Fee for the periods 7/1/07 to 12/31/07 and 1/1/08 to 6/30/08. An amount of (b)(4) is therefore allocated to Provisional Award Fee in order to reflect the deobligation of (b)(4) in funding as described in "B" above. Contractor billing of provisional award fee for any period shall not exceed (b)(4) 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.
- E. Attachment J-1, Performance Work Statement, PWS Section 3.1.1, Sustaining Engineering Support for Agencywide Administrative Systems (SESAAS), page J-1-20, is hereby revised to reflect the revised performance dates associated with both the effort extended by this action through July 31, 2008, and that effort that will require support through the end of the contract period of performance.
- F. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the referenced proposal for "UNITEs SESAAS Asset Management Support". It is noted that the definitized amount exceeds (b)(4) 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.
- G. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$2,112,826 (from \$961,655,880 to (b)(4) in recognition of the actions taken in (A) above.

- H. 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 (Mod. 140)
B-3 (Mod. 140)
B-5 (Mod. 140)
B-8 (Mod. 142)
J-1-20 (Mod. 75)

Page(s) Added

B-2 (Mod. 143)
B-3 (Mod. 143)
B-5 (Mod. 143)
B-8 (Mod. 143)
J-1-20 (Mod. 143)
J-7, Supplement 25 (Mod. 143)

- I. 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. 143

NASA/MSFC
Letter Request for Proposal
PS31-J/AA02C-07-288
dated December 3, 2007

Contractor
Proposal Number

SAIC proposal
SAIC-P-042
dated December 5, 2007
and submitted via SAIC letter
SAIC-07-135 dated
December 5, 2007

SAIC proposal
SAIC-P-042, Revision 1
dated January 10, 2008
and submitted via SAIC letter
SAIC-08-007 dated
January 10, 2008

SAIC proposal
SAIC-P-042, Revision 2
dated February 5, 2008
and submitted via SAIC letter
SAIC-08-014 dated
February 5, 2008

- J. 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	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:

CLIN	Oty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (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
OPTION PERIOD 1 (Jan. 1, 2007 thru Dec. 31, 2007) (Exercised)				
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
OPTION PERIOD 2 (Jan. 1, 2008 thru Dec. 31, 2008) (Exercised)				
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	(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)

(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 July 24, 2008.

(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	(b)(4)		
Provisional Award Fee (Funded at (b)(4))	(b)(4)		
Award Fee Earned	\$33,967,189	\$0	\$33,967,189
Total Sum Allotted	\$866,361,231	(\$18,999)	\$866,342,232

(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.

3.1.1 Sustaining Engineering Support for Agencywide Administrative Systems (SESAAS)

The contractor shall maintain the SESAAS applications until transition to the IEMP suite of applications. Prior to the transition, the contractor shall also develop any interfaces required between these Agencywide systems and the IEMP system. These applications include:

- a. Procurement System - Acquisition Management System (AMS).
- b. Asset Management – NASA Equipment Management System (NEMS)(*through July 31, 2008*), NEMS Central Database System (*through July 31, 2008*), NASA Property Disposal Management System (NPDMS)(*through July 31, 2008*), NASA Supply Management System (NSMS)(*through contract period of performance*), and NASA Online Supply Catalog (NOSC)(*through contract period of performance*).
- c. Human Resources – NASA Personnel/Payroll System (NPPS).
- d. Training –The contractor shall be responsible for the development and maintenance of the AdminSTAR system. The contractor shall also develop any Agencywide ad hoc queries using Brio. The contractor shall also be responsible for the software development and sustaining support for the NASA On-line Registration System (NORS), which interfaces to AdminSTAR.

The contractor shall also provide production support to the NEMS Central Database, the General Services Administration (GSA) Error Report Transmission, Employee Express, and AdminSTAR.

3.1.2 RESERVED