

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 157	3. EFFECTIVE DATE JUL 09 2008	4. REQUISITION/PURCHASE REQ. NO. See Page 2		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)	
			X	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)
See Page 2

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).
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)

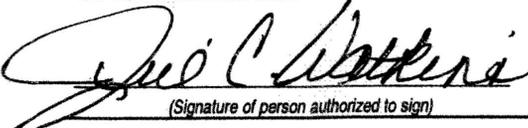
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

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			\$39,808,747			\$961,198,719
This Modification	(b)(4)		\$0	(b)(4)		(\$273,337)
Rev. Base Total			\$39,808,747			\$960,925,382

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) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 7/9/08	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED JUL 09 2008
 (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
 (continued)

DEOBLIGATION

PLI 250/ ALI 10 (\$273,337)

The purposes of this modification are to: (A) incorporate changes to Attachment J-1, Performance Work Statement (PWS), Section 3.4.2, Computer Systems Services; (B) definitize the Contractor's proposal SAIC-P-047, Revision 1, entitled "UNITeS NCAD Single Forest and SMAD Support" dated June 20, 2008, and submitted in response to NASA/MSFC letter request for proposal PS31-J/AA02C-08-318 dated June 5, 2008; and (c) deobligate an amount of \$273,337. 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-047, Revision 1

Paragraph (a)

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
07/18/08 - 12/31/08	(b)(4)	

	<u>Estimated Cost</u>	<u>Potential Award Fee</u>
CLIN 005	(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, an amount of \$273,337 is deobligated from the contract (from \$961,198,719 to \$960,925,382). As a result, the funding date of December 30, 2008 remains unchanged.

- D. Under Section B, Clause B.6, Contract Funding, an amount of (b)(4) is removed from Estimated Cost and (b)(4) allocated to Provisional Award Fee in order to provisionally fund (b)(4) of the Potential Award Fee for the periods 1/1/08 to 6/30/08 and 7/1/08 to 12/31/08 and to reflect the deobligation of (b)(4). 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 3.4.2, Computer System Services, page J-1-26, is hereby revised to reflect the effort definitized by this action by the incorporation of item (c). As a result, items (c) through (h) will be re-lettered as items (d) through (i).
- F. On the Standard Form 26, Award/Contract, Block 15G, the total contract value is increased by \$951,902 (from \$964,715,281 to \$965,667,183) in recognition of the actions taken in (A) above.
- 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, NM04AA02C. 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. 155)
 B-3 (Mod. 155)
 B-5 (Mod. 155)
 B-8 (Mod. 156)
 J-1-26 (Mod. 98)

Page(s) Added

B-2 (Mod. 157)
 B-3 (Mod. 157)
 B-5 (Mod. 157)
 B-8 (Mod. 157)
 J-1-26 (Mod. 157)
 J-7, Supplement 27 (Mod. 157)

- H. 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. 158

NASA/MSFC
Letter Request for Proposal
PS31-J/AA02C-08-318
dated June 5, 2008

Contractor
Proposal Number

SAIC proposal
SAIC-P-047
dated June 13, 2008

SAIC proposal
SAIC-P-047, Revision 1
dated June 20, 2008

- I. 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)	(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					
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
TOTAL Opt. 2					
	TOTAL				

* 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)	(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)	(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)	(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, UNITED 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	[REDACTED]	\$270,275	[REDACTED]	
	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		(b)(4)		(b)(4)
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		\$5,841,558		
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	[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	
1/1/08 - 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 30, 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			
Base Fee			
Provisional Award Fee (Funded at (b)(4))			
Award Fee Earned	\$39,808,747	\$0	\$39,808,747
Total Sum Allotted	\$961,198,719	(\$273,337)	\$960,925,382

(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.

- a. Provide hardware and systems software enhancements to meet NASA customers' performance requirements in response to changing workloads and technologies. In addition, the contractor shall provide engineering and operational support for the components of the Headquarters' Electronic Messaging Initiative (HEMI), the NOMAD Messaging System, Integration Lab, and the Exploration Systems Mission Directorate's (ESMD) Integrated Collaborative Environment (ICE), being located at the NASA Data Center (NDC) at MSFC. NOMAD components include the NDC Active Directory, MS Sharepoint, MS Exchange 2003, and MS Live Communications and associated infrastructure. ESMD/ICE components include collaborative engineering tools such as WindChill, ProjectLink, PDMLink, Cradle, Active Risk Manager, wInsight, CITRIX, Primavera, Vignette, an Integration broker, Tibco, and Wiki.
- b. Provide and maintain operating systems, data bases and data base management systems, compilers, libraries, and all other systems software necessary for the operation, execution and security of the computer and communications systems.
- c. **Design and implement a Consolidated Active Directory solution that incorporates single forest capabilities and support for workstations, including conducting the Security Monitoring for Active Directory (SMAD).**
- d. Operate and maintain computer processing, peripheral, and communications systems and servers, to include monitoring, system initializations and recoveries, and storage management for production systems located at MSFC and at NASA Centers. The systems shall be operated 24 hours per day, 7 days per week.
- e. Provide change control and configuration management, risk management, standard backups and disaster recovery planning for all systems.
- f. Provide systems administration and security support for Agency systems such as CBACS, with activities such as program/data/systems security, scheduling, quality control, user access to data center resources, account management and chargeback.
- g. Provide production control and job scheduling support for all data center systems. This includes monitoring and problem notification for all scheduled backups and problems with COTS products.
- h. Measure and report computer systems performance, throughput, and capacity information (DRD 974MA-006).
- i. Provide planned versus actual utilization by customer (DRD 974MA-006).

3.4.3 Network Services

The contractor shall provide network engineering, planning and support services for the data center systems. These services include maintenance of existing capabilities, development or acquisition of enhancements, and implementation of enhancements. In providing these services, the contractor shall:

- a. Provide network services that meet the customers' performance, security and redundancy requirements.
- b. Integrate network services support required by the data center and its customers with other wide area and local area network service providers.
- c. Provide and maintain the front-end processors and channel extenders located at the NASA remote sites.
- d. Measure and report network performance and capacity information for network elements within their management requirements (DRD 974MA-006).

3.4.4 Agencywide Midrange Services

The contractor shall provide Agencywide computer systems services identified in Appendix A, Category I. These services shall include operation/maintenance of existing systems, acquisition/implementation of COTS products, database administration, and development of unique systems in compliance

Pages 10 through 14 redacted for the following reasons:

(b)(4)