

CDMS 2/22/05

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 4 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER April 21, 2005		2. CONTRACT NO. (if any) NNL05AA01B		6. SHIP TO:			
3. ORDER NO. Task Order NNL05AB40T		4. REQUISITION/REFERENCE NO. See Block 9		a. NAME OF CONSIGNEE NASA Langley Research Center			
5. ISSUING OFFICE (Address correspondence to) SEE BLOCK 6 (ATTN: Darla Clifton, 757-864-5717) (FAX: 757-864-7709)				b. STREET ADDRESS 9A Langley Boulevard		c. CITY Hampton	
7. TO:				d. STATE VA		e. ZIP CODE 23681-2199	
a. NAME OF CONTRACTOR ATTN: [REDACTED]				8. TYPE OF ORDER			
b. COMPANY NAME Science Applications International Corporation				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 10260 Campus Point Drive				REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY San Diego		e. STATE CA		f. ZIP CODE 92121		10. REQUISITIONING OFFICE NASA Langley Research Center	
9. ACCOUNTING AND APPROPRIATION DATA PR 4200107035 \$292,148.00 (PLI#1)				11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION NASA LaRC		b. ACCEPTANCE NASA LaRC		N/A		June 30, 2006	
						NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Task Order entitled "NuSTAR Extended Phase A" in accordance with the attached Task Order Statement of Work and the Contractor's proposal dated 4/21/2005.	1	JOB	Estimated Cost Fixed Fee *Total Cost-Plus-Fixed Fee	NTE [REDACTED] NTE [REDACTED] NTE \$292,148.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME ***SEE PARAGRAPH G.2 OF THE BASIC CONTRACT***						17(i) GRAND TOTAL NTE \$292,148.00
	b. STREET ADDRESS (or P.O. Box)						
c. CITY		d. STATE		e. ZIP CODE			

22. UNITED STATES OF AMERICA BY (Signature) Darla Clifton	23. NAME (Typed) DARLA J. CLIFTON TITLE: CONTRACTING/ORDERING OFFICER
--	--

**Science Applications International Corporation (SAIC)
Contract NNL05AA01B
Task Order Statement of Work**

Task Order Number: NNL05AB40T (Task #1)

Requesting Organization: Science Support Office (SSO)

1. Task Order Title:

Nuclear Spectroscopic Telescope Array (NuSTAR) Extended Phase A Review

2. Purpose, Objective, and Background of Work to be Performed:

The contractor shall support the Science Support Office (SSO) as defined in this Statement of Work (SOW). An objective, non-advocate assessment of the information reviewed in support of this task shall be provided. In completing this assessment the contractor will interface with, but remain distinctly independent from, all contractors or potential contractors involved in the tasks as defined in this SOW.

3. Description of the Work to be Performed: The Contractor shall perform the following task requirements relating to the NuSTAR Evaluation:

3.1 NuSTAR Technical Evaluation

The contractor shall conduct technical evaluations on the reports submitted to the Science Mission Directorate (SMD) for the NuSTAR project. These reports include the Phase A Concept Study Report (CSR), the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The technical evaluations shall include an assessment of the technical feasibility, operational feasibility, the impact of the investigation on the critical mission resources, and the feasibility of the implementation plan proposed. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the Task Monitor (TM). The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. If requested by the TM, the contractor will support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.

3.2 NuSTAR Management Evaluation

The contractor shall also conduct management evaluations on the reports submitted to the SMD for the NuSTAR project. These reports include the Phase A CSR, the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The management evaluations shall include an assessment of: the management organization, approach, and plans; the team's commitment and previous experience; the system engineering plan; the risk management plan; and the schedule's realism and robustness. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the TM. The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. If requested by the TM, the contractor will support presentations of the evaluation results to the Program Management Council at Jet

Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.

3.3 NuSTAR Cost Evaluation

The contractor shall also conduct mission life cycle cost evaluations on the reports submitted to the SMD for the NuSTAR project. These reports include the Phase A CSR, the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The contractor shall include an assessment of cost risks, cost threats, and cost estimates with a description of any assumptions made during the evaluation. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the TM. The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. If requested by the TM, the contractor will support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.

4. Deliverables:

4.1 Monthly Technical Progress Report

4.2 Monthly Financial Management Report

4.3 Informal Final Report shall be provided 10 days after the NuSTAR Initial Confirmation Review

5. Government Furnished Items: None.

6. Other information needed for performance of task: The Task Monitor (TM) will provide electronic and paper copies of the NuSTAR CSR and the materials received during the Phase A site visit. The TM will also provide electronic copies of the results of the Phase A technical, management, and cost evaluation. These and other data that the contractor may receive as part of this evaluation may contain unpublished research results, unpublished research ideas, and/or proprietary plans, information, and budgetary data. The contractor shall:

6.1 use such data only for the purpose of carrying out the requested evaluation;

6.2 refrain from disclosing or discussing such data with personnel not involved in this evaluation;

6.3 refrain from copying in part or all of any data that may be provided;

6.4 return to NASA all data that may be provided or to make other disposition of such materials as directed by NASA;

6.5 exercise due care to avoid any real or apparent conflict of interest in carrying out the evaluation; and

6.6 advise NASA of the disclosure of any information obtained from NASA.

7. **Period of Performance:** The Contractor shall perform this task from date of fully-executed task order through June 30, 2006.

8. **NASA Task Monitor (TM):**

Dr. Carlos A. Liceaga, P.E.

Mail Stop (M/S): 160

Phone Number: (757)864-6191 / Fax Number: (757)864-8894

E-Mail Address: Carlos.A.Liceaga@nasa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OF 2 PAGE(S) 2. AMENDMENT/MODIFICATION NO. 1 3. EFFECTIVE DATE See Block 10c below 4. REQUISITION/PURCHASE REQ. NO. See Block 12 below 5. PROJECT NO. (if applicable) 6. ISSUED BY CODE 7. ADMINISTERED BY (if other than item 6) CODE

National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121 ATTN: [REDACTED] 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. NNLO5AA01B / NNLO5AB40T 9D. DATED (SEE ITEM 13) April 21, 2005

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 one (1) copy 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) PR: N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) X FAR 52.243-2, CHANGES - COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the Statement of Work (SOW), order value (Block 17 of the OF347), and the estimated funded through date. Accordingly, the task order terms and conditions are revised as follows:

(CONTINUED)

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) TUYET T. NGUYEN CONTRACTS ADMINISTRATOR 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DARLA J. CLIFTON CONTRACTING OFFICER 15B. CONTRACTOR/OFFEROR [Signature] 18C. DATE SIGNED 2-21-06 16B. UNITED STATES OF AMERICA BY [Signature] 16C. DATE SIGNED 2/21/2006

1. The SOW provided in the original task order award is replaced with the version attached (Attachment 1). Changes include adding Paragraph 2, Reference (which results in renumbering subsequent paragraphs), revisions to the last sentence of Paragraphs 4.1, 4.2, and 4.3, and inserting a milestone chart in Paragraph 8, Period of Performance/Schedule.
2. As a result of the revisions to the SOW, the order value amounts listed in Paragraph 17 of the OF347 are revised as follows:

17f: Estimated Cost: [REDACTED] (increase of [REDACTED])
 Fixed Fee: [REDACTED] (increase of [REDACTED])
 Total Cost Plus Fixed Fee: [REDACTED] (increase of [REDACTED])

17i: Grand Total: \$339,920

3. In accordance with Paragraph B.4, of the Basic Contract (NNL05AA01B), FAR 52.232-22 applies at the Task Order level. In accordance with this clause, NFS 1852.232-81 as previously incorporated in NNL05AB40T is revised to read:

"CONTRACT FUNDING, (NFS 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 Task Order is [REDACTED]. This allotment is for NNL05AB40T and covers the following estimated period of performance: April 21, 2005 through May 1, 2006.

(b) An additional amount of [REDACTED] is obligated under this Task Order for payment of fee.

(End of Clause)"

4. All other terms and conditions remain unchanged.

SUMMARY OF TASK ORDER VALUE / FUNDING

TASK ORDER DOCUMENT	TASK VALUE SUMMARY			TASK FUNDING SUMMARY		
	ESTIMATED COST	FIXED FEE	TOTAL CPPF	ESTIMATED COST	FIXED FEE	TOTAL CPPF
BASIC	[REDACTED]	[REDACTED]	\$292,148	[REDACTED]	[REDACTED]	\$292,148
MOD 1	[REDACTED]	[REDACTED]	\$339,920	[REDACTED]	[REDACTED]	\$292,148

**Science Applications International Corporation (SAIC)
Contract NNL05AA01B
Task Order Statement of Work**

1. **Task Order Title:**
Nuclear Spectroscopic Telescope Array (NuSTAR) Extended Phase A Review
2. **Reference:** This requirement is pursuant to contract NNL05AA01B, between NASA Langley Research Center and Science Applications International Corporation. Refer to Paragraph 4.0, *Assessments*, of the basic contract Statement of Work.
3. **Purpose, Objective, and Background of Work to be Performed:**
The contractor shall support the Science Support Office (SSO) as defined in this Statement of Work (SOW). An objective, non-advocate assessment of the information reviewed in support of this task shall be provided. In completing this assessment the contractor will interface with, but remain distinctly independent from, all contractors or potential contractors involved in the tasks as defined in this SOW.
4. **Description of the Work to be Performed:** The Contractor shall perform the following task requirements relating to the NuSTAR Evaluation:
 - 4.1 **NuSTAR Technical Evaluation**
The contractor shall conduct technical evaluations on the reports submitted to the Science Mission Directorate (SMD) for the NuSTAR project. These reports include the Phase A Concept Study Report (CSR), the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The technical evaluations shall include an assessment of the technical feasibility, operational feasibility, the impact of the investigation on the critical mission resources, and the feasibility of the implementation plan proposed. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the Task Monitor (TM). The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. The contractor shall support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.
 - 4.2 **NuSTAR Management Evaluation**
The contractor shall also conduct management evaluations on the reports submitted to the SMD for the NuSTAR project. These reports include the Phase A CSR, the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The management evaluations shall include an assessment of: the management organization, approach, and plans; the team's commitment and previous experience; the system engineering plan; the risk management plan; and the schedule's realism and robustness. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the TM. The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. The contractor shall support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.
 - 4.3 **NuSTAR Cost Evaluation**

The contractor shall also conduct mission life cycle cost evaluations on the reports submitted to the SMD for the NuSTAR project. These reports include the Phase A CSR, the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The contractor shall include an assessment of cost risks, cost threats, and cost estimates with a description of any assumptions made during the evaluation. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the TM. The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. The contractor shall support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.

5. **Deliverables:**

5.1 Monthly Technical Progress Report

5.2 Monthly Financial Management Report

5.3 Informal Final Report shall be provided 10 days after the NuSTAR Initial Confirmation Review

6. **Government Furnished Items:** None.

7. **Other information needed for performance of task:** The Task Monitor (TM) will provide electronic and paper copies of the NuSTAR CSR and the materials received during the Phase A site visit. The TM will also provide electronic copies of the results of the Phase A technical, management, and cost evaluation. These and other data that the contractor may receive as part of this evaluation may contain unpublished research results, unpublished research ideas, and/or proprietary plans, information, and budgetary data. The contractor shall:

7.1 use such data only for the purpose of carrying out the requested evaluation;

7.2 refrain from disclosing or discussing such data with personnel not involved in this evaluation;

7.3 refrain from copying in part or all of any data that may be provided;

7.4 return to NASA all data that may be provided or to make other disposition of such materials as directed by NASA;

7.5 exercise due care to avoid any real or apparent conflict of interest in carrying out the evaluation; and

7.6 advise NASA of the disclosure of any information obtained from NASA.

8. **Period of Performance / Schedule:** The Contractor shall perform this task from date of fully-executed task order through June 30, 2006.

Milestone Number	Milestones	Dates
1	Start Date	[REDACTED]
2	Shield Peer Review	[REDACTED]
3	Peer Review on Assembly Machine Concept	[REDACTED]
4	Mast Analysis Interim Peer Review, Metrology System Requirements Review, Error Budget Technical Interchange Meeting	[REDACTED]
5	Published Adjuster Study/ Peer Review	[REDACTED]
6	Observatory Peer Review,	[REDACTED]
7	Optics Peer Review, Peer Review of Mast Performance Analysis, Instrument Systems Peer Review (including V&V)	[REDACTED]
8	Completion Date	[REDACTED]

Changes to interim delivery dates shall be coordinated with and approved by the Task Monitor. Changes to the completion date must be approved by the Contracting Officer.

9. **NASA Task Monitor (TM):**

Dr. Carlos A. Liceaga, P.E.

Mail Stop (M/S): 160

Phone Number: (757)864-6191 / Fax Number: (757)864-8894

E-Mail Address: Carlos.A.Liceaga@nasa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF PAGE(S) 2
2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE See Block 16c below.	4. REQUISITION/PURCHASE REQ. NO. See Block 12 below.	5. PROJECT NO. (if applicable)		
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (if other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No, Street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121 ATTN: [REDACTED]				(4)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL05AA01B / NNL05AB40T
					10B. DATED (SEE ITEM 13) April 21, 2005
CODE OT5L1	FACILITY CODE				

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 one (1) copy 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 DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
PR: 4200107035 (DECREASE OF \$31,337.43)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)
X	FAR 52.243-2, CHANGES -- COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the Statement of Work (SOW), order value (Block 17 of the OF347), and the estimated funded through date as a result of a partial Stop-Work Notice issued on March 15, 2006. Accordingly, the task order terms and conditions are revised as follows:

(CONTINUED)

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) SARAH CAMPBELL SENIOR CONTRACTS MANAGER	15B. CONTRACTOR/OFFEROR <i>Sarah Campbell</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/26/06	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DARLA J. CLIFTON CONTRACTING OFFICER	16B. UNITED STATES OF AMERICA BY <i>Darla Clifton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/26/06
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 Computer Generated		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

1. The SOW previously provided (Mod 1) is replaced with the version attached (Attachment 1).
2. As a result of the revisions to the SOW, the order value amounts listed in Paragraph 17 of the OF347 are revised as follows:

17f: Final Costs To Date: [REDACTED]
 Estimated Closeout Costs: [REDACTED]
 Total Not-To-Exceed Cost: [REDACTED]
 Fixed Fee: [REDACTED]
 Total Cost Plus Fixed Fee: [REDACTED]

17i: Grand Total: **\$260,810.57**

3. In accordance with Paragraph B.4, of the Basic Contract (NNL05AA01B), FAR 52.232-22 applies at the Task Order level. In accordance with this clause, NFS 1852.232-81 as previously incorporated in NNL05AB40T is revised to read:

"CONTRACT FUNDING, (NFS 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 Task Order is [REDACTED]. This allotment is for **NNL05AB40T** and covers the following estimated period of performance: **April 21, 2005 through June 30, 2006.**

(b) An additional amount of [REDACTED] is obligated under this Task Order for payment of fee.

(End of Clause)"

4. All other terms and conditions remain unchanged.

SUMMARY OF TASK ORDER VALUE / FUNDING

TASK ORDER DOCUMENT	TASK VALUE SUMMARY			TASK FUNDING SUMMARY		
	ESTIMATED COST	FIXED FEE	TOTAL CPFF	ESTIMATED COST	FIXED FEE	TOTAL CPFF
BASIC	[REDACTED]	[REDACTED]	\$292,148.00	[REDACTED]	[REDACTED]	\$292,148.00
MOD 1	[REDACTED]	[REDACTED]	\$339,920.00	[REDACTED]	[REDACTED]	\$292,148.00
MOD 2	[REDACTED]	[REDACTED]	\$260,810.57	[REDACTED]	[REDACTED]	\$260,810.57

**Science Applications International Corporation (SAIC)
Contract NNL05AA01B
Task Order Statement of Work**

1. **Task Order Title:**
Nuclear Spectroscopic Telescope Array (NuSTAR) Extended Phase A Review
2. **Reference:** This requirement is pursuant to contract NNL05AA01B, between NASA Langley Research Center and Science Applications International Corporation. Refer to Paragraph 4.0, *Assessments*, of the basic contract Statement of Work.
3. **Purpose, Objective, and Background of Work to be Performed:**
The contractor shall support the Science Support Office (SSO) as defined in this Statement of Work (SOW). An objective, non-advocate assessment of the information reviewed in support of this task shall be provided. In completing this assessment the contractor will interface with, but remain distinctly independent from, all contractors or potential contractors involved in the tasks as defined in this SOW.
4. **Description of the Work to be Performed:** The Contractor shall perform the following task requirements relating to the NuSTAR Evaluation:
 - 4.1 **NuSTAR Technical Evaluation**
The contractor shall conduct technical evaluations on the reports submitted to the Science Mission Directorate (SMD) for the NuSTAR project. These reports include the Phase A Concept Study Report (CSR), the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The technical evaluations shall include an assessment of the technical feasibility, operational feasibility, the impact of the investigation on the critical mission resources, and the feasibility of the implementation plan proposed. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the Task Monitor (TM). The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. The contractor shall support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.
 - 4.2 **NuSTAR Management Evaluation**
The contractor shall also conduct management evaluations on the reports submitted to the SMD for the NuSTAR project. These reports include the Phase A CSR, the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The management evaluations shall include an assessment of: the management organization, approach, and plans; the team's commitment and previous experience; the system engineering plan; the risk management plan; and the schedule's realism and robustness. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the TM. The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. The contractor shall support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.
 - 4.3 **NuSTAR Cost Evaluation**

The contractor shall also conduct mission life cycle cost evaluations on the reports submitted to the SMD for the NuSTAR project. These reports include the Phase A CSR, the materials received during the Phase A site visit, and all the reports that will be generated during the extended Phase A. The contractor shall include an assessment of cost risks, cost threats, and cost estimates with a description of any assumptions made during the evaluation. The contractor shall participate in monthly teleconferences and one day quarterly site visits to be scheduled by the TM. The quarterly site visits will be to the Jet Propulsion Laboratory in Pasadena, CA. The contractor shall support presentations of the evaluation results to the Program Management Council at Jet Propulsion Laboratory; Goddard Space Flight Center in Greenbelt, MD; and NASA Headquarters in Washington, D.C.

5. **Deliverables:**
 - 5.1 Monthly Technical Progress Report
 - 5.2 Monthly Financial Management Report
 - 5.3 Informal Final Report shall be provided 10 days after the NuSTAR Initial Confirmation Review
6. **Government Furnished Items:** None.
7. **Other information needed for performance of task:** The Task Monitor (TM) will provide electronic and paper copies of the NuSTAR CSR and the materials received during the Phase A site visit. The TM will also provide electronic copies of the results of the Phase A technical, management, and cost evaluation. These and other data that the contractor may receive as part of this evaluation may contain unpublished research results, unpublished research ideas, and/or proprietary plans, information, and budgetary data. The contractor shall:
 - 7.1 use such data only for the purpose of carrying out the requested evaluation;
 - 7.2 refrain from disclosing or discussing such data with personnel not involved in this evaluation;
 - 7.3 refrain from copying in part or all of any data that may be provided;
 - 7.4 return to NASA all data that may be provided or to make other disposition of such materials as directed by NASA;
 - 7.5 exercise due care to avoid any real or apparent conflict of interest in carrying out the evaluation; and
 - 7.6 advise NASA of the disclosure of any information obtained from NASA.
8. **Period of Performance / Schedule:** The Contractor shall perform this task from date of fully-executed task order through June 30, 2006.

Milestone Number	Milestones	Dates
1	Start Date	[REDACTED]
2	Shield Peer Review	[REDACTED]
3	Peer Review on Assembly Machine Concept	[REDACTED]
4	Mast Analysis Interim Peer Review, Metrology System Requirements Review, Error Budget Technical Interchange Meeting	[REDACTED]
5	Published Adjuster Study/ Peer Review	[REDACTED]
6	Observatory Peer Review,	[REDACTED]
7	Optics Peer Review, Peer Review of Mast Performance Analysis, Instrument Systems Peer Review (including V&V)	[REDACTED]
8	Completion Date	[REDACTED]

Changes to interim delivery dates shall be coordinated with and approved by the Task Monitor. Changes to the completion date must be approved by the Contracting Officer.

9. **NASA Task Monitor (TM):**

Dr. Carlos A. Liceaga, P.E.

Mail Stop (M/S): 160

Phone Number: (757)864-6191 / Fax Number: (757)864-8894

E-Mail Address: Carlos.A.Liceaga@nasa.gov

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE 1 OF 2 PAGE(S) 2

2. AMENDMENT/MODIFICATION NO. 3 3. EFFECTIVE DATE See Block 16c below. 4. REQUISITION/PURCHASE REQ. NO. See Block 12 below. 5. PROJECT NO. (If applicable)

6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION 10260 CAMPUS POINT DRIVE SAN DIEGO, CA 92121 ATTN: Robin Amburn Grob, Virginia Office 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. X NNL05AA01B / NNL05AB40T 9D. DATED (SEE ITEM 13) April 21, 2005

CODE OT5L1 FACILITY CODE 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 one (1) copy 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 DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) PR: 4200247636 (INCREASE OF \$2,314.39)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (v) 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 52.232-20 Limitation of Costs (Apr 1984) D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the total cost of the order by [redacted] to \$263,124.96. The increase in order value is due to DCAA rate adjustments. Funding in the amount of [redacted] is added to fully fund this increase in accordance with the summary of changes.

All other terms and conditions remain unchanged.

(CONTINUED)

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) ROBIN AMBURN GROB CONTRACTS MANAGER 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 5/9/08 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANTHONY S. KRAM CONTRACTING OFFICER 16B. UNITED STATES OF AMERICA BY [Signature] 16C. DATE SIGNED 8 May 08

1. In accordance with Paragraph B.4, of the Basic Contract (NNL05AA01B), FAR 52.232-20 applies at the Task Order level. In accordance with this clause, NFS 1852.232-81 as previously incorporated in NNL05AB40T is revised to read:

“CONTRACT FUNDING, (NFS 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 Task Order is [REDACTED]. This allotment is for NNL05AB40T and covers the following estimated period of performance: April 21, 2005 through June 30, 2006.

(b) An additional amount of [REDACTED] is obligated under this Task Order for payment of fee.

(End of Clause)”

2. All other terms and conditions remain unchanged.

SUMMARY OF TASK ORDER VALUE / FUNDING

TASK ORDER DOCUMENT	TASK VALUE SUMMARY			TASK FUNDING SUMMARY		
	ESTIMATED COST	FIXED FEE	TOTAL CPFF	FUNDED COST	FUNDED FEE	TOTAL FUNDED
BASIC	[REDACTED]	[REDACTED]	\$292,148.00	[REDACTED]	[REDACTED]	\$292,148.00
MOD 1	[REDACTED]	[REDACTED]	\$339,920.00	[REDACTED]	[REDACTED]	\$292,148.00
MOD 2	[REDACTED]	[REDACTED]	\$260,810.57	[REDACTED]	[REDACTED]	\$260,810.57
MOD 3	[REDACTED]	[REDACTED]	\$263,124.96	[REDACTED]	[REDACTED]	\$263,124.96