

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE Same as Bk. 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Shared Services Center Procurement Office, Bldg. 5100 Stennis Space Center, MS 39529-6000 Attn: Ann Sharpe		14. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)		(4)	9A. AMENDMENT OF SOLICITATION NO.	
COMPUTER SCIENCES CORPORATION Information Technology & Science Solutions Division 7700 Hubble Drive Lanham Seabrook, MD 20706			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNX05AA01C	
			10B. DATED (SEE ITEM 13) May 17, 2005	
CODE	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)

N/A

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

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 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: Contract Section I FAR Clause 52.243-2, "Changes-Cost Reimbursement," AUG 1987 w/Alt II, APR 1984
D.	OTHER Specify type of modification and authority)

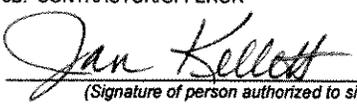
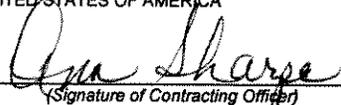
E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

	<u>Contract Amount</u>	<u>Incremental Funding</u>
Prior Amount	\$ [REDACTED]	\$ [REDACTED]
This Action	\$ [REDACTED]	\$ [REDACTED]
New Total	\$ [REDACTED]	\$ [REDACTED]

See Continuation Page

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) Jan Kellett Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANN SHARPE Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 09/18/06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/18/2006

BLOCK 14 CONTINUED, DESCRIPTION OF AMENDMENT/MODIFICATION.

A. The purpose of this Supplemental Agreement is to provide for the following changes to the Contract: Update sections 2.6 and 2.17 of the Performance Work Statement with new requirements that are within the general scope of the Contract. These changes affect Section B and Attachments J-1, J-2, J-5 and J-7 to Section J of the Contract, are the result of CSC's proposal dated 08/28/2006, submitted in response to NSSC's Letter RFP number NNX06ZSS004R, fall within the general scope of the Contract, and result in an award is which is being made without discussions, with an increase in contract value in the amount of [REDACTED] covering, which affect FYs 2007 and 2008 only. Accordingly the contract document is changed as follows:

1. In Section B.2, "Estimated Cost and Award Fee," all dollar amounts listed under columns "Estimated Cost," "Maximum Available Award Fee" and "Total," for CLIN 02, Base Period, are hereby revised as indicated on replacement Contract Page 1 – which is ATTACHMENT 1 – to this Modification.

2. Attachment Number J-1 entitled, "Performance Work Statement (PWS)," is hereby changed as indicated in below. The ATTACHMENTS provided for below replace and update pages to Attachment J-1 of the Contract. Changes to J-1 are reflected as follows:

- a. Under Section 2.6, "Innovations and Continuous Process Improvements," the following is hereby added to the paragraph to provide for periodic review of the NSSC: ***"In an effort to gauge NSSC performance management strategies, continuous improvement strategies, and overall adaptation of shared services leading practices, the SP shall provide a review of the NSSC (DRD 2.6-1)."*** (see replacement page 7 {ATTACHMENT 2}).
- b. Under 2.17, "Customer Satisfaction," the following is hereby added to the paragraph to implement the required survey method: ***"The SP shall provide a baseline customer satisfaction survey and broad-based performance survey to assess the customers' current quality of services and the customer's perception of NSSC performance, respectively (DRD 2.17-3)."*** (see replacement page 12 {ATTACHMENT 3}).

3. Attachment Number J-2 entitled, "Data Requirements List/Data Requirements Description (DRL/DRD)" is hereby changed to add the two DRD ATTACHMENTS listed below:

- a. DRD Item No. 2.6-1, "Performance, Continuous Improvement Strategies, and Shared Services Leading Practices Reviews" (see ATTACHMENT 4).
- b. DRD Item No. 2.17-3, "Baseline Customer Satisfaction Survey and Broad-based Performance Survey" (see ATTACHMENT 5).

4. Attachment Number J-5, "Award Fee Plan," is hereby changed to allow for:

- a. Page 9, which is located at the end of Section 5 and shows the breakout by percentage that each area will earn Award Fee, is changed for Evaluation Period Number 2. There will be no Award Fee earned for the Customer Satisfaction portion during this period. ATTACHMENT 6.a replaces Page 9.
- b. Appendix A is hereby changed to allow for revision to maximum available award fee as a result of this modification. ATTACHMENT 6.b replaces and updates Appendix A.

5. Contract's Section J-7, "Subcontracting Plan for Small, Small Disadvantaged, and Women-Owned Small Business Concerns," is hereby replaced with the Contractor's updated Plan dated 08/08/2006 (ATTACHMENT 7), which has been found acceptable by the Government.

BLOCK 14 CONTINUED, DESCRIPTION OF AMENDMENT/MODIFICATION.

B. List of Attachments to this document:

ATTACHMENT NO. 1 – Replacement Page 1 of the Contract.....	1 Page
ATTACHMENT NO. 2 – Replacement Page 7 of Contract Attachment J-1, PWS.....	1 Page
ATTACHMENT NO. 3 – Replacement Page 12 of Contract Attachment J-1, PWS.....	1 Page
ATTACHMENT NO. 4 – Add DRD 2.6-1 to Attachment J-2 of the Contract	2 Pages
ATTACHMENT NO. 5 – Add DRD 2.17-3 to Attachment J-2 of the Contract.....	2 Pages
ATTACHMENT NO. 6.a – Replacement Page 9 to Contract J-5, Award Fee Plan	1 Page
ATTACHMENT NO. 6.b – Replacement Page 12/Appendix A to Contract J-5, Award Fee Plan.	1 Page
ATTACHMENT NO. 7 – Replacement Contract Attachment J-7, Subcontracting Plan for	10 Pages
Small, Small Disadvantaged, and Women-owned Small Business Concerns, dated 08/24/06	

C. Contractor's Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments of Computer Sciences Corporation's (CSC) proposal dated August 28, 2006, received in response to NASA/NSSC's Letter RFP Number NNX06ZSS004R, wherein CSC's proposal has been accepted without discussions, the Contractor hereby releases the Government from any and all liability under the Contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

D. Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remain unchanged and in full force and effect.

PART I – THE SCHEDULE

SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide the services in support of the NASA Shared Services Center (NSSC) as described in Section C of this contract and shall perform and/or deliver the following:

CLIN	Description	Reference	Schedule
01	Services in accordance with the PWS for Phase-in period	B.2, C.1	See F.2
02	Services in accordance with the PWS for Base period	B.2, C.1	See F.2
03	Services in accordance with the PWS for Option 1 period	B.2, C.1	See F.2
04	Services in accordance with the PWS for Option 2 period	B.2, C.1	See F.2
05	Services in accordance with the PWS for Option 3 period	B.2, C.1	See F.2
06	Services in accordance with the PWS for Option 4 period	B.2, C.1	See F.2
07	Services in accordance with the PWS for Option 5 period	B.2, C.1	See F.2

(End of Clause)

B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

The estimated costs and award fees for each period of this contract are as follows:

Item No.	Description	Estimated Cost	Maximum Available Award Fee	Total
CLIN 01	PHASE-IN	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 02	BASE PERIOD	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 03	OPTION 1	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 04	OPTION 2	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 05	OPTION 3	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 06	OPTION 4	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
CLIN 07	OPTION 5	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
TOTAL BASE + OPTIONS		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
GRAND TOTAL (WITH PHASE-IN)		\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Note:	The periods of performance for periods 01-07 are included in clause F.2 of this solicitation.			

(End of clause)

2.3 REPORTING/INFORMATION REQUESTS

The SP shall respond to all data calls and requests for reports and information, including scheduled and ad hoc requests, from the COTR or NSSC CO. The SP shall notify the COTR of requests received from other sources prior to responding to those requests. The SP shall provide support to the NSSC CO for all Freedom of Information Act (FOIA) requests and refer FOIA inquiries to the NSSC CO.

2.4 NSSC SITE VISITS/INSPECTIONS

The SP shall support all NSSC site visits and inspections when notified by the COTR. The SP shall cooperate with visiting Government personnel conducting official inspection visits and surveys. The SP shall notify the COTR of planned visits, investigations, or corrective actions required by Federal, state, and local agencies. The SP shall notify the COTR of the unannounced arrival of representatives from any external Federal, state, or local government agency or organization.

2.5 WORKLOAD DATA REPORT/PERFORMANCE METRICS

The SP shall provide and maintain a controlled-access on-line, automated management and work information system(s). This management information system shall reflect the workload expended by the SP to accomplish the requirements of the contract or letter of obligation and this PWS.

Access to this system will be defined by the COTR. The SP shall provide authorized users with electronic access to this system. Access includes the ability to read and download data, and construct and execute ad hoc queries and custom reports with current and historical data. Data shall be compatible with Microsoft software products. Data shall be current, accurate, and complete. The SP shall develop and maintain user guides and provide training for users on how to access on-line management information systems.

Attachment J-3 Technical Exhibit 4 contains the Performance Requirements Summary (PRS), which is a listing of minimum performance requirements that the Government intends to use to verify and evaluate SP performance. The SP shall develop, maintain, analyze, and report performance metrics for work described in this PWS, particularly, performance requirements addressed in the PRS. The SP shall report these metrics as part of management reviews. The SP shall provide objective, measurable metrics as partnered with the NSSC. The SP shall report existing or potential problem areas with recommended solutions. The SP shall submit a monthly electronic Performance Metrics Report to the NSSC, in accordance with DRD 2.5-1.

The SP shall prepare and deliver reports upon request from the NSSC CO or COTR. Requested reports may contain Administratively Controlled Information (ACI) as defined in NPR 1600.1 "NASA Security Program Procedural Requirements," Chapter 5, section 5.22, as amended.

2.6 INNOVATION AND CONTINUOUS PROCESS IMPROVEMENTS

The SP shall continuously assess and benchmark internal processes to look for ways to improve services. The SP shall continuously improve business processes and increase productivity to continually optimize the quality of services provided to the NSSC. In an effort to gauge NSSC performance management strategies, continuous improvement strategies, and overall adaptation of shared services leading practices, the SP shall provide a periodic review of the NSSC (DRD 2.6-1). Additionally, the SP shall provide support in developing business case analysis for future NSSC work identified by the NSSC management team.

The SP shall provide project management support in developing and maintaining NSSC strategic plans, integrated project schedules, consolidated emergency preparedness plans, and consolidated continuity of operations plans, as required.

- NPR 8570.1, "Energy Efficiency and Water Conservation Technologies and Practices," as amended, with Change 1 dated March 30, 2004.
- Presidential Memorandum on Energy Conservation at Federal Facilities and Related Information dated May 3, 2001.

2.17 CUSTOMER SATISFACTION

The SP shall employ industry accepted as well as innovative techniques to measure customer satisfaction. The target audience shall be both internal and external NSSC customers. The employed techniques shall enable customer assessment of SP performance with respect to accuracy, timeliness, quality, and overall effectiveness. The SP shall develop and deploy tools to assess the full scope of SP performance. The SP utilized tools/techniques shall facilitate evaluation based on objective as well as subjective criteria. Trends in customer satisfaction shall be monitored and reported monthly (DRD 2.17-1).

The SP shall provide a baseline customer satisfaction survey and broad-based performance survey to assess the customers' current quality of services and the customer's perception of NSSC performance, respectively (DRD 2.17-3).

3 PERFORMANCE REQUIREMENTS AND OBJECTIVES

Section 3 of this PWS provides SP performance requirements and objectives. It is organized by function as follows:

- 3.1: Financial Management (FM)
- 3.2: Human Resources (HR)
- 3.3: Procurement
- 3.4: Information Technology (IT)

Section 3 has been organized for convenience in preparing and defining the requirements. However, this is not intended to suggest or dictate the SP organization.

Within each sub-section an introduction is provided, followed by the detailed SP requirements. Specific performance requirements related to these activities are included in Attachment J-3, Technical Exhibit 4, "Performance Requirements Summary."

3.1 FINANCIAL MANAGEMENT (FM)

The SP shall process accounts payable, accounts receivable, travel, payroll, and financial reporting (DRD 3.1-1). The SP shall use all existing NASA systems in operation at time of transition. The SP is required to use NASA's existing Core Financial software - SAP R/3 - to perform the financial management activities. The SAP version to be used is Industry Solution - Public Sector (IS-PS) version 4.62c, as updated. The SAP modules that are currently in use are Materials Management (MM), Funds Management (FM), Sales and Distribution (SD), Controlling (SAP CO), Project Systems (PS), and Financials (FI), which include SL - Special Ledger. The SP is required to use Business Warehouse (BW) for reporting, query and reconciliation activity. NASA's policies and procedures include NASA's Financial Management Regulations (FMR) (previously the Financial Management Manual (FMM)) and On-Line Quick Reference (OLQR). NASA's OLQR is a web-enabled central repository containing SAP user procedures, forms and job aids. The SP shall use NASA's travel system in operation at time of transition. NASA anticipates implementing an eTravel solution at time of transition of the activity. The software currently in use is Gelco's Travel Manager. NASA will provide training for the NASA-configured SAP modules. WebTADS is the time and attendance

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL - NSSC	A. ITEM NO. 2.6-1
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B. LINE ITEM TITLE:
Performance, Continuous Improvement Strategies, and Shared Services Leading Practices Review

C. OPR. NSSC	D. TYPE 2	E. INSPECT/ACCEPT 6	F. REQ. Amend as needed	G. INITIAL SUB. March 2007 and March 2008	H. AS OF DATE Twice Only
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J. REMARKS:
Type "D": Electronic submittal. Product shall be compatible with Microsoft Office suite of software.

K. DISTRIBUTION NSSC Executive Director NSSC Senior Management Team	TOTALS	
	NO.	TYPE
	N/A	D

DATA REQUIREMENT DESCRIPTION

1. TITLE Shared Services Leading Practices Scorecard and Gap Analysis	2. NUMBER 2.6-1
3. USE Management tool to evaluate NSSC performance, continuous improvement practices, and overall effectiveness in implementing a shared services delivery model.	4. DATE 07/14/06
	5. ORGANIZATION NSSC
7. INTERRELATIONSHIP	6. REFERENCES

8. PREPARATION INFORMATION

The SP shall provide an independent consultant knowledgeable of NASA and Shared Services leading practices to review and document that the NASA Shared Services Center continues to implement performance management strategies and continuous improvement strategies that exemplify Shared Services Leading Practices.

The overall objective is to increase the probability of NASA Shared Services Center (NSSC) success by ensuring the NSSC is

- Cognizant of shared services leading practices
- Deploying these practices in processes, procedures, etc.

The approach for accomplishing this objective will be to:

- Determine and document the NSSC's (Civil Service and Service Provider) continued approach to effective shared services management
- Compare NSSC's approach to shared services leading practices
- Develop a Gap Analysis that identifies and prioritizes areas that NASA and/or the NSSC Service Provider must focus its efforts to ensure success, as applicable.

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL - NSSC					A. ITEM NO. 2.17-3	
B. LINE ITEM TITLE: Baseline Customer Satisfaction Survey and Broad-based Performance Survey						
C. OPR. NSSC	D. TYPE 1	E. INSPECT/ACCEPT 6	F. REQ. Amend as needed	G. INITIAL SUB. October 2007/2008 July 2007/2008	H. AS OF DATE Twice Only	
J. REMARKS: Type "D": Electronic submittal. Product shall be compatible with Microsoft Office suite of software.						
K. DISTRIBUTION NSSC Executive Director NSSC Senior Management Team					TOTALS	
					NO.	TYPE
					N/A	D
DATA REQUIREMENT DESCRIPTION						
1. TITLE NSSC Baseline Customer Satisfaction Survey and Analysis Briefing NSSC Broad-based Performance Survey and Analysis Briefing				2. NUMBER 2.17-3		
3. USE Management tool to evaluate customer assessments of the centers' current service quality for services that will transition to the NSSC				4. DATE 07/14/06		
7. INTERRELATIONSHIP				5. ORGANIZATION NSSC		
				6. REFERENCES		
8. PREPARATION INFORMATION						
<p>The SP shall provide an independent consultant knowledgeable of NASA and Shared Services leading practices to provide a baseline customer satisfaction survey and broad-based performance survey.</p> <p>The NSSC Baseline Customer Satisfaction Surveys are customer assessments of the centers' current service quality for services that will transition to the NSSC in fiscal years 2007 and 2008. For each survey, a Survey Plan shall be submitted to NASA for approval prior to conducting the survey. The "NSSC Baseline Customer Satisfaction Survey and Analysis Briefing" deliverables are due in December 2006 and October 2007, respectively.</p> <p>The NSSC Broad-based Performance Surveys are customer assessments that gage the customers' perception of NSSC performance for activities that have transitioned and been operational within the shared services center delivery model for at least 3 months prior to survey dissemination. For each survey, a Survey Plan shall be submitted to NASA for approval prior to conducting the survey. The "NSSC Performance Survey and Analysis Briefing" deliverables are due in July 2007 and July 2008, respectively.</p>						

Evaluation Periods 1 and 2

Semi-Annual Evaluation	Technical Performance – Customer Satisfaction	Technical Performance	Cost/Business Management	Total
Totals	[REDACTED]	[REDACTED]	[REDACTED]	100%

Evaluation Periods 3-10

Semi-Annual Evaluation	Technical Customer Satisfaction	Technical Performance	Cost/Business Management	Total
Totals	[REDACTED]	[REDACTED]	[REDACTED]	100%

Evaluation Periods 11-20 (if options are exercised)

Semi-Annual Evaluation	Technical Performance – Customer Satisfaction	Technical Performance	Cost/Business Management	Total
Totals	[REDACTED]	[REDACTED]	[REDACTED]	100%

APPENDIX A

EVALUATION PERIODS AND MAXIMUM AVAILABLE AWARD FEE

Period Number	Description	Start Date	End Date	Available Max	Award Fee Earned
1	Phase-In	09/01/2005	02/28/2006	\$ [REDACTED]	\$ [REDACTED]
2	Base	03/01/2006	09/30/2006	\$ [REDACTED]	\$TBD
3		10/01/2006	03/31/2007	\$ [REDACTED]	\$TBD
4	Base	04/01/2007	09/30/2007	\$ [REDACTED]	\$TBD
5		10/01/2007	03/31/2008	\$ [REDACTED]	\$TBD
6	Base	04/01/2008	09/30/2008	\$ [REDACTED]	\$TBD
7		10/01/2008	03/31/2009	\$ [REDACTED]	\$TBD
8	Base	04/01/2009	09/30/2009	\$ [REDACTED]	\$TBD
9		10/01/2009	03/31/2010	\$ [REDACTED]	\$TBD
10	Base (Last Six Months)	04/01/2010	09/30/2010	\$ [REDACTED]	\$TBD
11	Option 1	10/01/2010	03/31/2011	\$ [REDACTED]	\$TBD
12		04/01/2011	09/30/2011	\$ [REDACTED]	\$TBD
13	Option 2	10/01/2011	03/31/2012	\$ [REDACTED]	\$TBD
14		04/01/2012	09/30/2012	\$ [REDACTED]	\$TBD
15	Option 3	10/01/2012	03/31/2013	\$ [REDACTED]	\$TBD
16		04/01/2013	09/30/2013	\$ [REDACTED]	\$TBD
17	Option 4	10/01/2013	03/31/2014	\$ [REDACTED]	\$TBD
18		04/01/2014	09/30/2014	\$ [REDACTED]	\$TBD
19	Option 5	10/01/2014	03/31/2015	\$ [REDACTED]	\$TBD
20		04/01/2015	08/31/2015	\$ [REDACTED]	\$TBD

ATTACHMENT NO. 6.b
TO MODIFICATION NO. 16
OF CONTRACT NNX05AA01C

3.7 Small Business Subcontracting Plan

3.7.1 Type of Plan

This is an *individual plan* where all elements are developed specifically for this contract and are applicable for the full term of this contract.

3.7.2 Goals

The below goals are shown both as a percentage of all planned subcontracting and a percentage of the contract value. In accordance with FAR 19.704 for reporting purposes on the SF 294, the percentage of all planned subcontracting will be shown (consistent with instructions on the report).

A. Estimated dollar value of all planned subcontracting is:

REDACTED