AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
004	See Block 16C		

6. ISSUED BY CODE

John F. Kennedy Space Center, NASA
Procurement Office – ODIN – OP-MS
Kennedy Space Center, FL 32899

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*

OAO Corporation
7500 Greenway Center Drive
Greenbelt MD 20770

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS5-98144/CC90300B

10B. DATED *(SEE ITEM 13)*
December 1, 2001

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 ACKNOWLEDGEMENT 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)*

No Change

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 date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
XX	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR CLAUSE 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, (C) CHANGES**
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [XX] 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.)*

KENNEDY SPACE CENTER --- ODIN SERVICES

Subject: Add Item 11: Clarification of Credit for Outage

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Stephen O. Hawkins, ODIN Program Manager	Penelope A. Ebright Delivery Order Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	1/29/02	BY Penelope A. Ebright *(Signature of Contracting Officer)*	2/8/02

1. The purpose of this modification is to incorporate clarification to the credit for outage calculation into this delivery order at no change in the firm fixed price.

2. The following clarification shall be incorporated as Item 11 in Part III, Section A – General Requirements, of this delivery order. The Contractor shall use the clarification in the calculation of the credit for outage dollar amount beginning with December 2001.

11. CLARIFICATION OF CREDIT FOR OUTAGE

Outage is defined as when the one or more services (defined in Attachment E of the ODIN Master Contract) are unavailable **and** the return-to-service (RTS) metric is missed. Seat services include, but are not limited to, back-office, Shared Peripheral Services (SPS), e-mail, file services, etc.

In accordance with Master Contract A.1.9 (Credit for Outages), the Government is entitled to receive a credit of one-thirtieth of the monthly seat price for each day of outage. The monthly base (standard) seat price shall be used as the basis for calculation of the dollar amount.

The following shall be used in calculating the outage credit:

(a) The Master Contract provides for "full-day RTS" and "partial-day RTS" service levels.

(1) The "full-day RTS" refers to the service levels associated with the "3 working days" and "close of next business day".
(2) The "partial-day RTS" are those service levels associated with 8 work hours or less.

(b) When a subscribed metric is missed, all days beginning with the day that the ticket originated shall be considered in calculating the outage credit.

(c) The count of outage days will not include the days that are beyond the control of the Contractor.

(d) If the RTS is completed by noon, then the last day of outage will not be counted. If the RTS is completed after noon, then that day shall be counted.

(e) For "partial-day RTS" and priority services **when** the subscribed metric is missed but RTS is completed on the date that the outage was reported, the outage days shall include that day as a full day of credit.

(f) For both "full-day" and "partial-day RTS", the count of outage days shall include weekends and holidays, except for tickets that have **not** failed the metric on the day prior to a weekend or holiday. For these tickets, if the ticket fails later, then the count of outage days will exclude the weekend or holiday immediately following the outage but include any subsequent weekend or holiday.

(g) The following scenarios are provided as examples of the clarifications above:

RTS metric	**Ticket opened**	**RTS completed**	**No. of days due credit**
Close next business day	12/7/01, Fri.	12/11/01, Tues., 9 am	2
Close next business day	12/7/01, Fri.	12/11/01, Tues., 2 pm	3
Close next business day	12/7/01, Fri.	12/18/01, Tues., 2 pm	10
Four-hour	12/7/01, Fri, 1 pm	12/10/01, Mon, 2 pm	4
Four-hour	12/7/01, Fri, 6 am	12/7/01, Fri, 11 am	1

3. This Supplemental Agreement constitutes a full settlement of any claims of the contractor arising out of or in connection with the changes effected hereby. The Contractor hereby releases the Government from any and all liability under this delivery order for further equitable adjustments. All other terms and conditions of the Delivery Order remain unchanged and in full force and effect.