

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07	PAGE OF PAGES 1 4
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2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE	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 PS41-F	7. ADMINISTERED BY (If other than Item 6) Procurement Office/PS41F George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457	CODE PS41-F

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges TIN# 63-0798322	(v)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C
		10B. DATED (SEE ITEM 13) December 4, 2003

Code 4U825	FACILITY CODE	
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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)
See Page 2

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
	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.)

This modification is issued to increase contract funding and contract value. See Page 2 for description of this 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) Patricia U. Hodges Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) George E. Harvey Contracting Officer
15B. CONTRACTOR/OFFEROR Original Signed by (Signature of person authorized to sign)	15C. DATE SIGNED July 8, 2004
16B. UNITED STATES OF AMERICA BY Original Signed by (Signature of Contracting Officer)	16C. DATE SIGNED July 8, 2004

Standard Form 30 Continued

Continuation of Block 12 Accounting and Appropriation Data:
 And Block 4. Requisition/Purchase Req. No.

Requisition		
4200073023	62-761-40-12	\$4,687
	TOTAL :	\$4,687

Continuation of Block 14 Description of Amendment/Modification:

1. TABULATION OF CONTRACT CHANGES:

	<u>Negotiated Est. Cost</u>	<u>Award Fee Earned</u>	<u>Potential Award Fee</u>	<u>Incentive Fee Earned</u>	<u>Potential Incentive Fee</u>	<u>Total Contract Value</u>	<u>Total Sum Allotted</u>
Previous Total	\$104,363,939	\$ 0	\$ 4,185,495	\$ 0	\$2,253,727	\$110,803,161	\$19,328,630
This Mod	\$ 4,344	\$ 0	\$ 223	\$ 0	\$ 120	\$ 4,687	\$4,687
Revised Total	\$104,368,283	\$ 0	\$ 4,185,718	\$ 0	\$2,253,847	\$110,807,848	\$19,333,317

2. The purpose of this modification is incorporate the contractor's Cost Quotation No. 04-06-84 for \$4,687.00 dated 1 July, 2004. for 2nd Generation Program Support as Task Order 03 IAW Section B.12 of the contract. Attachment J-1 Performance Work Statement Section 3.3.2 Data Reduction Center is changed to add: The contractor shall perform the work described below in support of the 2nd Generation Program Office.

1. Receive data files by electronic transfer or DVD from the Electromagnetic Interference (EMI) Test to be conducted at Orbital Dulles.
2. Process and provide plots of measurements in PDF File format.
3. Plot 120 to 180 selected measurements of the 700-800 available.
4. Received files will be in Matlab Level 4 format.
5. Plot files will be transferred to the ED10 VRC System

3.. The Period of Performance for this effort is 19 July 2004, to 23 July 2004 and is incorporated into the contract in Section B.7.1 IDIQ Task Order Performance Schedule Page B-6A

4. Performance Evaluation factors for this effort are the same as those contained in the present contract.

5. As a result of the foregoing, Section B.2 (a) "Estimated Cost, Award Fee and Performance Incentive" page B- 1 is changed as indicated below:

The estimated cost of this contract is increased from \$104,363,939 by \$4,344 to \$ 104,368,283
 The maximum potential award fee is increased from \$ 4,185,495 by \$223 to \$4,185,718.

The maximum potential performance Incentive Fee is increased from \$2,253,727 by \$120 to \$2,253,847.

The total estimated cost, maximum potential award fee , and maximum potential performance incentive fee are \$110,807,848.

6. Section B.2 (b) Estimated Cost, is hereby increased from \$63,818,920 by \$4,344 to \$63,823,264. Maximum Award fee is increased from \$2,572,185 by \$223 to \$2,572,408. Maximum Potential Performance Fee is increased from \$1,385,022 by \$120 to \$1,385,142.

7. Section B.2 (d) is hereby revised to reflect the Potential Award Fee increase for the period July 1 – December 31, 2004 from \$466,661 by \$223 to \$466,844 and Potential Incentive Fee from \$251,279 by \$120 to \$251,399.

8. Incremental funding in the amount of \$4,687 is provided for the work required herein. To incorporate this change, Section B.6-“Contract Funding” page B-5 is deleted in its entirety and replaced with the following:

B.6 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 contract is increased from \$18,173,159 by \$4,344 to \$18,177,503. This allotment is for Huntsville Operations Space Center (HOSC) Mission Support Services and covers the following estimated period of performance: Date of contract award through September 15, 2004.

(b) An additional amount of \$1,155,814 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:	\$ 18,173,159	\$ 4,344	\$18,177,503
Award Fee Pool:	\$ 751,056	\$ 223	\$ 751,279
Performance Incentive Fee Pool	<u>\$ 404,415</u>	<u>\$ 120</u>	<u>\$ 404,535</u>
Total Sum Allotted:	\$ 19,328,630	\$ 4,687	\$19,333,317

(End of Clause)

9. These changes are incorporated into the contract by substituting the current pages listed below, with the revised ones, attached. The changes are indicated by a vertical line in the outer margin of each replacement page next to the affected text.

<u>Current Page</u>	<u>Revised Page</u>
B-1	B-1
B-2	B-2
B-5	B-5
B-6A	B-6A
J-1-19	J-1-19A

10. Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract	Contractor
Change Identification	Proposal Number
Modification 13	Cost Quotation No. 04-06-84 dated 1 July, 2004

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

(a) The estimated cost of this contract is \$104,368,283. The maximum potential award fee is \$4,185,718. The maximum potential performance incentive fee is \$2,253,847. Total estimated cost, maximum potential award fee, and maximum potential performance incentive fee are \$110,807,848. It is expected that this contract will contain no base fee.

(b) Breakout of estimated cost, maximum potential award fee, and maximum performance incentive fee is as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Award Fee Earned</u>	<u>Maximum Potential Perf. Fee</u>	<u>Performance Fee Earned</u>	<u>Total Contract Value</u>
1/1/04 - 12/31/06	\$63,823,264	\$2,572,408		\$1,385,142		\$67,780,814

(c) Breakout of estimated cost, maximum award fee, and maximum performance incentive fee for each option period are set forth below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Award Fee Earned</u>	<u>Maximum Potential Perf. Fee</u>	<u>Performance Fee Earned</u>	<u>Total Contract Value</u>
Option 1 (1/1/07 - 12/31/07)	\$20,094,150	\$797,496		\$429,421		\$21,321,067
Option 2 (1/1/08 - 12/31/08)	\$20,450,869	\$815,814		\$439,284		\$21,705,967

(d) The maximum potential award fee and performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods in order to calculate award and performance incentive fee earned.

Evaluation Period		Potential Award Fee		Potential Incentive Fee
January 1 - June 30, 2004	1	\$485,012	1	\$261,160
July 1-December 31, 2004	2	\$466,884	2	\$251,399
January 1 - June 30, 2005	3	\$409,818	3	\$220,671
July 1-December 31 2005	4	\$409,818	4	\$220,671
January 1-June 30, 2006	5	\$400,439	5	\$215,621
July 1-December 31, 2006	6	\$400,439	6	\$215,621
January 1-June 30, 2007	7	\$398,748	7	\$214,710
July 1-December 31, 2007	9	\$398,748	8	\$214,710
January 1-June 30, 2008	9	\$407,906	9	\$219,642
July1-December 31, 2008	10	\$407,906	10	\$219,642
		\$4,185,718		\$2,253,847

B.5 Premiums 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>
Base Period (Yrs 1 - 3)	
Option Period 1	
Option Period 2	(b)(4)

(End of Clause)

B.6 Contract Funding (NFS 1852.232-81) (Jun 1990)

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(b) An additional amount of \$1,155,814 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

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Total Sum Allotted:	<u>\$ 19,328,630</u>	<u>\$ 4,687</u>	<u>\$19,333,317</u>

(End of Clause)

B.7 Task Ordering Procedure (NFS 1852.216-80) (Oct 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

B.7.1 IDIQ Task Order Performance Schedule

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01	21Jan2004-31May2004	\$399,826	3
2004	01/Revision A	21Jan2004-05July2004	n/a	9
2004	02	5April2004-31July2004	\$22,814	12
2004	03	19July2004-23July2004	\$4,687	13

B.8 IDIQ Schedule Of Rates

The fully burdened cost rates below will be used in pricing IDIQ work authorized under the provisions of B.7- Task Ordering Procedure.

(CONTINUED ON NEXT PAGE B-7)

The contractor shall perform the work described below in support of the 2nd Generation Program Office.

1. Receive data files by electronic transfer or DVD from the Electromagnetic Interference (EMI) Test to be conducted at Orbital Dulles.
2. Process and provide plots of measurements in PDF File format.
3. Plot 120 to 180 selected measurements of the 700-800 available.
4. Received files will be in Matlab Level 4 format.
5. Plot files will be transferred to the ED10 VRC System