

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE August 31, 2004	4. REQUISITION/PURCHASE REQ. NO. N/A 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.
Code 4U825 FACILITY CODE		X	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C
			10B. DATED (SEE ITEM 13) December 4, 2003

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)
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 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 estimated cost and fee . 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 September 9, 2004	16B. UNITED STATES OF AMERICA BY Original Signed by William D. DeHollander for George E. Harvey (Signature of Contracting Officer)	16C. DATE SIGNED September 10, 2004

Standard Form 30 Continued

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

	TOTAL :	N/A
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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	\$104,368,283	\$ 0	\$ 4,185,718	\$ 0	\$2,253,847	\$110,807,848	\$20,374,528
<i>This Mod</i>	\$ 165,365	\$ 0	\$ 2,828	\$ 0	\$ 1,523	\$ 169,716	\$0
Revised Total	\$104,533,648	\$ 0	\$ 4,188,546	\$ 0	\$2,255,370	\$110,977,564	\$20,374,528

2. The purpose of this modification is to make the following changes:

a) to incorporate the following Cost Quotations received as **Task Order 04** and **Task Order 05** IAW Section B.12 of the contract.

Task Order 04:

No. 04-07-94 dated 22 July 2004 for MADS Processing Approach and Assessment STS-1 through STS-107 and STS-114 until UHMS Phase 1- at no cost.

No. 04-07-95 Task Directive 04c-04 dated 22 July 2004 for IDEA compliant Functionally Distributed Processors (FDP) and 24 months extended maintenance- \$92,490 Other Direct Cost(ODC).

No. 04-07-97 Task Directive 04c-06 which superceded 04c-03 dated August 13, 2004 for HOSC additions and Shuttle Area Upgrades \$ 17,810 Other Direct Cost (ODC).

Task Order 05 :

No. 04-07-96 Task Directive 04c-05 dated 22 July 2004 for a variety of mission related network and communications services- \$ 59,416 IDIQ Labor Cost and Fee

b) to add the following clause as "B.7.2 Special Threshold for Task Directives"

B.7.2 SPECIAL THRESHOLD FOR TASK DIRECTIVES

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

3. The total estimated cost for this contract (to include options) is increased from \$104,368,283 by \$165,365 to \$104,533,648

-Maximum Potential Award Fee is increased from \$ 4,185,718 by \$ 2,828 to \$4,188,546

Maximum Potential Performance Incentive Fee is increased from \$ 2,253,847 by \$1,523 to \$2,255,370.

The total estimated cost, maximum potential award fee and maximum potential performance incentive fee is increased from \$110,807,848 by \$169,716 to \$110,977,564

4. Estimated Cost (Basic period) is increased from \$63,823,264 by \$165,365 to \$ 63,988,629. This change will be reflected in the revised Section B.2 (b) Page B-2

The Maximum Award Fee is increased from \$ 2,572,408 by \$2,828 to \$2,575,236

The Maximum Potential Performance Fee is increased from \$1,385,142 by \$1,523 to \$1,386,665

The Total Contract Value is increased from \$ 67,780,814 by \$169,716 to \$67,950,530

These changes will be reflected in the revised Section B.2 "Estimated Cost, Award Fee and Performance Incentive Fee" page B-1(a)(b)(d).

According to the negotiated terms of this contract, equipment purchases are non-fee bearing, therefore this modification does not increase the amount of Potential Award or Potential Performance Incentive fee for ODC.

5. The period of performance for **Task Order 04** is 1 January 2004 to 31 December 2004. The period of performance for **Task 05** is from May 17, 2004 to September 30, 2004. . Section B.7.1 "IDIQ Task Order Performance Schedule" Page 6A is hereby revised to reflect these changes.

6. Current funding is sufficient for the work required herein.

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

Current Page

B-1
B-2
B-6A

Revised Page

B-1
B-2
B-6A

10.-8 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.

<u>Contract Change Identification</u>	<u>Contractor Proposal Number</u>
Modification 17	Cost Quotation No. 04-07-94, dated 22 July 2004 Cost Quotation No. 04-07-95, dated 22 July 2004 Cost Quotation No. 04-07-96, dated 22 July 2004 Cost Quotation No. 04-07-97, dated 13 August 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 \$104,533,648. The maximum potential award fee is \$4,188,546. The maximum potential performance incentive fee is \$2,255,370. Total estimated cost, maximum potential award fee, and maximum potential performance incentive fee are \$110,977,564. 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	\$63,988,629	\$2,575,236		\$1,386,665		\$67,950,530

(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	\$469,712	2	\$252,922
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
		<u>\$4,188,546</u>		<u>\$2,255,370</u>

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
2004	04	1Jan2004-31Dec2004	\$110,300	17
2004	05	17May2004-30Sept2004	\$59,416	17

Performance Work Statements for the task orders referenced above are attached to the Task Directives and are an integral part of the contract.

B.7.2 Special Threshold For Task Directives

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

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)