

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000058	3. EFFECTIVE DATE 01/01/2007	4. REQUISITION/PURCHASE REQ. NO. 4200180075, 4200181226	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COLSA CORPORATION Attn: NONE SPECIFIED 6726 ODYSSEY DR NW HUNTSVILLE AL 35806-3302		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
			10B. DATED (SEE ITEM 11) 12/04/2003

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) Net Increase: \$1,175,798.00
 Continued on Page 2

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

CHECK ONE	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 52.217-9 Option to Extend the Term...& 52.232-22 Limitation of Funds
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 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 exercise Option Year 1, which extends the contract period of performance by one year at an increase in the contract value of \$22,487,494 (from \$71,256,216 to \$93,743,710). This modification also provides \$1,175,798 of funding and extends the period of performance covered from December 31, 2006 to December 31, 2007. See Cost Breakout on page 2.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim E Whitson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED DEC 11 2006
ORIGINAL SIGNED BY (Signature of Contracting Officer)	

Continued from Block 14. Description of Amendment/Modification

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 67,309,144	\$ 2,659,390	(\$ 75,180)	\$ 1,431,982	(\$ 69,120)	\$ 71,256,216	\$ 67,939,406
This Mod	<u>21,209,034</u>	<u>830,999</u>	<u>-0-</u>	<u>447,461</u>	<u>-0-</u>	<u>22,487,494</u>	<u>1,175,798</u>
New Total	\$ 88,518,178	\$ 3,490,389	(\$ 75,180)	\$ 1,879,443	(\$ 69,120)	\$ 93,743,710	\$ 69,115,204

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

Requisition	WBS Element	
4200181226	197009.10.01.01.09	\$80,000
	197009.10.01.01.08	252,000
	197009.10.01.01.08	30,000
	197009.10.01.01.07	492,000
	197009.10.01.01.07	100,000
	604746.02.06.01.08	110,000
	439432.07.04.08	65,000
	397424.07.02.03.01	10,000
4200180075	321379.09.01.02.08	\$36,798
Total		\$1,175,798.00

1. The purpose of this modification is to exercise Option Year 1, which extends the contract period of performance by one year at an increase in the contract value of \$22,487,494 (from \$71,256,216 to \$93,743,710). This modification also provides \$1,175,798 of funding and extends the period of performance covered from December 31, 2006 to December 31, 2007.
2. Clause F.2 Period of Performance, paragraph (a) is hereby changed to read "The period of performance of the base contract effort shall be January 01, 2004 – December 31, 2007."
3. Clause B.3 Estimated Cost , Award Fee and Performance Incentive Fee paragraphs (a) though (c) are hereby changed to increase contract value by the Value of Option 1- \$22,487,494 as follows:

Clause B.2- ESTIMATED COST, AWARD FEE AND PERFORMANCE INCENTIVE FEE

Paragraph (a) The estimated cost of this contract is increased by \$21,209,034 from \$67,309,144 to \$88,518,178. The maximum award fee is increased by \$830,999 from \$2,659,390 to \$ 3,490,389. The unearned award fee is \$ 75,180 and remains unchanged. The maximum performance incentive fee is increased by \$447,461 from \$1,431,982 to \$1,879,443. The unearned performance incentive fee is \$69,120 and remains unchanged. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is increased by \$22,487,494 from \$ 71,256,216 to \$93,743,710.

Paragraph (b): the break out of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee and the total minus unearned fee is hereby changed as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/07	\$88,518,178	\$3,490,389	(\$ 75,180)	\$1,879,443	(\$ 69,120)	\$93,743,710

Paragraph (c) the break out of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee and the total minus unearned fee for Option 1 and Option 2 are hereby changed as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 1/1/07 – 12/31/07	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58
Option 2 (1/1/08-12/31/08)	\$20,860,017	\$835,749	TBD	\$450,019	TBD	\$22,145,785

4. Clause B.6, Contract Funding, is hereby changed to provide an additional \$1,175,798 of incremental funding pursuant to the Limitation of Funds clause FAR 52.232-22. The estimated funding coverage date is hereby extended from December 31, 2006 to January 15, 2007.

5. Accordingly, Clause B.6 Contract Funding is hereby revised to increase Estimated Cost by \$ 1,109,243 (from \$ 64,187,052 to \$65,296,295). Award Fee is hereby increased by \$ 43,261 (from \$ 2,439,030 to \$2,482,291), and Performance Incentive Fee is hereby increased by \$ 23,294 (from \$ 1,313,324 to \$1,336,618).

6. In order to implement the contract changes resulting from this modification, the page (s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A, B-5	B-1, B-2, B-2A, B-5
F, Period of Performance	F-1	F-1

Contractor's Statement of Release

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

Contact Change

Contractor Proposal

Modification 58

N/A

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 \$88,518,178. The maximum award fee is \$3,490,389. The maximum performance incentive fee is \$1,879,443. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$93,743,710.
- (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>UnEarned Award Fee</u>	<u>Maximum Perf Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/07	\$88,518,178	\$3,490,389	(\$75,180)	\$1,879,443	(\$69,120)	\$93,743,710

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58	Exercised Mod 58
Option 2 (1/1/08 – 12/31/08)	\$20,860,017	\$835,749	TBD	\$450,019	TBD	\$22,145,785

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

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$423,426	\$238,447
07/01/06-12/31/06	6	\$421,326	\$237,316
01/01/07-06/30/07	7	\$415,459	\$223,709
07/01/07-12/31/07	8	\$415,540	\$223,752
1/01/08-06/30/08	9	\$417,836	\$224,989
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>\$225,030</u>
		\$4,326,138	\$2,329,346

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

Award Fee Period	Amount Earned	Amount Unearned
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	\$ 420,299	\$ 9,147
July 1 - December 31, 2005	\$ 414,480	\$ 5,119
January 1, 2006 - June 30, 2006	<u>\$ 417,075</u>	<u>\$ 6,351</u>
Total	\$2,162,884	(\$75,180)

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

(g)

Incentive Fee Period	Amount Earned	Amount Unearned
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 - December 31, 2005	\$ 236,384	\$ -0-
January 1, 2006 - June 30, 2006	<u>\$ 211,622</u>	<u>\$ 26,825</u>
Total	\$ 1,125,546	(\$ 69,120)

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

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>
(b)(4)	

(End of Clause)

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 \$ 69,115,204. This allotment is for Huntsville Operations Space Center (HOSC) Mission Support Services and covers the following estimated period of performance: January 1, 2004 through January 15, 2007.

(b) An additional amount of \$ 3,818,909 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	\$64,187,052	\$1,109,243	\$65,296,295
Award Fee	\$2,439,030	\$43,261	\$2,482,291
Performance Incentive Fee	<u>\$1,313,324</u>	<u>\$23,294</u>	<u>\$1,336,618</u>
Total Sum Allotted	\$67,939,406	\$1,175,798	\$69,115,204

(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.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Listing Of Clauses Incorporated By Reference

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION
52.247-65	JAN 1991	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE
NUMBER DATE TITLE

None included by reference

(End of Clause)

F.2 Period Of Performance

- (a) The period of performance of the base contract effort shall be January 1, 2004 through December 31, 2007.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	01/01/07 – 12/31/07
2	01/01/08 – 12/31/08

(End of Clause)