

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000060	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	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.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
			10B. DATED (SEE ITEM 11) 12/04/2003	
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 _____ 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)

SAP

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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 52-243-2 Changes Cost Reimbursement (AUG 1987) Alt I (APR 1984)
<input type="checkbox"/>	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.)

The purpose of this modification is to incorporate the Performance Statement of Work for the MOL Documentation Process and Productivity Improvement, and the corresponding negotiated increase of \$183, 559 to contract value. The period of performance for this effort is January 01, 2007 through 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) PATRICIA A. HODGES Dir, Contracts, Col 5A		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim E Whitson	
15B. CONTRACTOR/OFFEROR <u>151</u> (Signature of person authorized to sign)	15C. DATE SIGNED 12/20/06	16B. UNITED STATES OF AMERICA <u>151</u> (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/2006

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM04AA07C/000060

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
COLSA CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center: SAP				

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Continued from page 1)

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 88,518,178	\$ 3,490,389	(\$ 75,180)	\$ 1,879,443	(\$ 69,120)	\$ 93,743,710	\$ 69,115,204
This Mod	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>183,559</u>	<u>-0-</u>
New Total	\$ 88,518,178	\$ 3,490,389	(\$ 75,180)	\$ 1,879,443	(\$ 69,120)	\$ 93,927,269	\$ 69,115,204

1. The purpose of this modification is to incorporate the Performance Statement of Work for the MOL Documentation Process and Productivity Improvement, and the corresponding negotiated increase of \$183, 559 to contract value. The period of performance for this effort is January 01, 2007 through December 31, 2007.
2. In order to implement the foregoing, the Performance Work Statement is hereby revised to add the following:

Section 1.0 General – Change the 5th paragraph on page J-1-1 to read: The contractor’s mission is to provide Operations and Maintenance (O&M) and system development services to meet the requirements of the Mission Operation Laboratory (MOL) and its customers...

Paragraph 2.10 Documentation Support - add new paragraph -

Considering the Center’s reorganization establishing the Mission Operations Laboratory (MOL), the contractor shall assure that all documents are converted to incorporate MOL into documents where necessary and that documents are in compliance with MOL strategies and NASA/MSFC directives, requirements and guidance.

Paragraph 2.13 Program Vision and Leadership - add to second paragraph -

The contractor shall derive and document recommendations for the MOL processes and productivity improvements in areas including but not limited to: risk, quality, systems and information technology security requirements.

3. Clause B.3 Estimated Cost , Award Fee and Performance Incentive Fee paragraphs (a) though (c) are hereby changed to increase contract value by \$183,559 as follows:

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

Paragraph (a) The estimated cost of this contract is increased by \$ 183,559 from \$ 88,518,178 to \$ 88,701,737. The maximum award fee remains unchanged as \$ 3,490,389. The unearned award fee is \$ 75,180 and remains unchanged. The maximum performance incentive fee remains unchanged as \$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 \$183,559 from \$ 93,743,710 to \$93,927,269.

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	\$88,701,737	\$3,490,389	(\$ 75,180)	\$1,879,443	(\$ 69,120)	\$93,927,269

4. In order to reflect the 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 areas(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, Contract Clauses Attachment J-1 PWS	B-1 through B-2A J-1-1 , J-1-9, J-1-10	B-1 through B-2A J-1-1, J-1-9, J-1-10

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal 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
Change Identification

Contractor
Proposal Number

Modification No. 60

Colsa Proposal No.06-11-249 dtd 12/08/06

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 \$88,701,737. 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 \$93,927,269.
- (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	\$88,701,737	\$3,490,389	(\$75,180)	\$1,879,443	(\$69,120)	\$93,927,269

(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 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006	Exercised 12/08/2006
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.

Evaluation Period	Maximum Award Fee	Maximum Incentive
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 \$417,913	\$225,030
	\$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:

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)

ATTACHMENT J-1**PERFORMANCE WORK STATEMENT (PWS)****1.0 General**

This Performance Work Statement is divided into four paragraphs. Paragraph 1.0 introduces the PWS and provides a background of the HOSC and its related facilities. Paragraph 2.0 describes all management functions required which are applied to the programs and projects supported by the HOSC. Paragraphs 3.0 and 4.0 describe the engineering and operations services, respectively, to be applied to the programs and projects supported by the HOSC.

The principal place of performance of these activities is Marshall Space Flight Center (MSFC) located in Huntsville, Alabama. MSFC is a tenant to the U.S. Army on Redstone Arsenal. The HOSC is located within building 4663, which is at the corner of Martin Road and Dodd Road. All operational activity is located in buildings 4663 and 4207, the HOSC annex. The contractor will be provided office and general engineering space, as required, within building 4663 or at other locations at MSFC.

The HOSC provides multi-program facilities, systems, and services, both local and remote, which support various mission phases of spacecraft payload and Shuttle propulsion systems operations. Programs currently supported by the HOSC include the Space Shuttle, the International Space Station (ISS), the Chandra X-Ray Observatory (CXO) and the MSFC Microgravity Telescience Support Center (TSC). The HOSC services are scalable to support additional programs.

The HOSC has the capability to support all phases of missions including planning, testing, simulations, pre-launch, launch, and all aspects of payload flight operations, as required by the various programs.

The contractor's mission is to provide Operations and Maintenance (O&M) and system development services to meet the requirements of the Mission Operation Laboratory (MOL) and its customers. The requirements defined in this PWS are for the HOSC and its related facilities and systems. Customers may be on-site, off-site, or at international locations.

The product-oriented development activities involved in this contract encompass all aspects of the entire life-cycle of ground systems development. Typical activities include: requirements definition, analysis and documentation; configuration management; systems, hardware, software and network engineering; technology transfer; and design, development, test, and delivery.

The service-oriented maintenance and operations activities include: sustaining engineering of developed systems at both local and remote locations; activity preparation and simulation; flight evaluation activities; hardware and software maintenance; systems

applicable. Additionally, presentation services as requested shall be provided. The contractor shall provide plan and procedure development and supporting documentation for delivered and updated systems.

The contractor shall manage and coordinate changes to new or existing Memorandums of Understanding (MOU), Interface Control Documents (ICD) and any other documents that define interfaces between the HOSC and external entities. The contractor shall provide document maintenance and development services for all documents maintained by the HOSC.

Considering the Center's reorganization establishing the Mission Operations Laboratory (MOL), the contractor shall assure that all documents are converted to incorporate MOL into documents where necessary and that documents are in compliance with MOL strategies and NASA/MSFC directives, requirements and guidance

2.11 Electronic and Information Technology Accessibility

Development and maintenance activities executed under this contract shall comply with the Federal Acquisition Circular 97-27, Electronic and Information Technology (EIT) Accessibility, Section 508 of the Rehabilitation Act of 1973 by implementing the applicable Technical Standards (Subpart B) on a case by case manner, where covered electronic and information technology be capable of having accessibility devices added at some later time, as necessary. The Desktop and Portable Computers (1194.26) Technical Standard of Section 508 shall apply.

2.12 Training and Certification

The contractor shall provide training of all personnel supporting HOSC mission operations in accordance with HOSC-PLAN-209, Integrated Support Team (IST) Training Plan. These activities shall ensure the technical competence of personnel assigned to mission support positions and their ability to perform in a mission support environment. The contractor shall provide training in support of engineering and software design and development activities.

2.13 Program Vision and Leadership

Consistent with its commitment to Management by Core Values, the Marshall Space Flight Center is committed to the continual improvement of its processes, practices, and products. The contractor is expected to embrace this commitment, and provide the program vision and leadership required to ensure the proper focus on continual improvement and innovation. This includes innovations in management, resulting in process improvements or enhanced customer service, as well as technical innovations, resulting in increased quality or reliability of the HOSC facilities and systems. All continual improvement initiatives related to the work in this PWS shall be documented in the Ground Systems Department (FD40) Continual Improvement database.

The contractor shall provide technical information concerning any invention, discovery, improvement, or innovation made by the contractor in the performance of work under this contract. Technology Reports shall be prepared in accordance with DRD 1016CD-003. The contractor shall derive and document recommendations for the MOL processes and productivity improvements in areas including but not limited to: risk, quality, systems and information technology security requirements.

2.14 Indefinite Delivery/Indefinite Quantity (IDIQ)

General IDIQ activities cannot be defined in advance because of the ever-changing requirements of the Center and the programs and projects supported. The level of these activities is expected to fluctuate as requirements are identified and funded. The Government will identify specific engineering, O&M, and other project-specific tasks, related to appropriate Performance Work Statement elements and respective funding limitations on a case-by-case basis.

3.0 Engineering

The contractor shall develop operations concepts, systems concepts, system-level requirements, and designs for hardware, software, external interfaces, internal interfaces and operations. The contractor shall perform system requirements development, system analysis, systems integration and planning and sustaining engineering. The contractor shall develop system and software designs and provide design review support for all approved HOSC project requirements. These activities shall be performed for upgrades to existing systems, new requirements for existing systems, mission-specific requirements and new programs for HOSC systems. The contractor shall review and assess the future direction of developments to take advantage of technical innovations that would result in increased quality, reliability or customer satisfaction for the HOSC facilities and systems.

The contractor shall prepare metrics data, status reports, management reports, analysis data and other reports and data. The contractor shall support meetings as required.

3.1 Engineering and Integration

Engineering capabilities for the HOSC contract include Systems Engineering, Software Engineering, Hardware Engineering, and Network Engineering, as well as Independent Verification and Validation. Paragraphs 3.1.1 through 3.1.5 describe the specific functions to be performed for each of these engineering elements. The actual performance of these engineering functions for each unique project is included in the project-unique requirements in Paragraphs 3.2 through 3.5.

The contractor shall develop and maintain a set of common engineering processes, procedures, and standards to be applied to HOSC projects.