

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 6

2 AMENDMENT/MODIFICATION NO. 000072	3. EFFECTIVE DATE 02/15/2008	4 REQUISITION/PURCHASE REQ. NO. See Schedule	5 PROJECT NO. (if applicable)
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6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE NSFC	7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
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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
CODE	FACILITY CODE	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. Offerors 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 9 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 number, this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule	Net Increase:	\$9,692,000.00
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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 52.243-2 Changes Cost Reimbursement (ALT I) & Clause B.7 Task Ordering
	D. OTHER (Specify type of modification and authority)

14. IMPORTANT: Contractor  is not.  is required to sign this document and return 3 copies to the issuing office.

15. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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 U. BURROUGHS DIRECTOR CONTRACTS	15B CONTRACTOR/OFFEROR	15C DATE SIGNED 2/14/08	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janice P Burrough	16B UNITED STATES OF AMERICA	16C DATE SIGNED Feb 16 2008
			ORIGINAL SIGNED BY		

NAME OF OFFEROR OR CONTRACTOR  
COLSA CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Total Amount for this Modification: \$879,162.00            New Total Amount for this Version: \$23,905,404.00            New Total Amount for this Award: \$118,503,614.00            Obligated Amount for this Modification:            \$9,692,000.00            New Total Obligated Amount for this Award:            \$101,182,605.00            Incremental Funded Amount changed: from            \$91,490,605.00 to \$101,182,605.00            CHANGES FOR LINE ITEM NUMBER: 3            Total Amount changed            from \$23,026,242.00 to \$23,905,404.00            Obligated Amount for this modification:            \$9,692,000.00            Incremental Funded Amount changed from            \$740,000.00 to \$10,432,000.00            Incrementally Funded through date changed from            01/15/2008 to 06/30/2008</p> <p>CHANGES FOR DELIVERY LOCATION: MSFC            Amount changed from \$23,026,242.00 to            \$23,905,404.00</p> <p>NEW ACCOUNTING CODE ADDED:            Account code:            62EO50/6100.2550/62/FC000000/769347.05.08.08.01.0/            1/000/2550/62/EXCX22008D/733B/1/2            Cost Center 62EC50            GI Account 6100.2550            Order FC000000            Quantity: 0            Amount: \$9,000,000.00            Percent: 37.64839            Subject To Funding:            Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:            Account code:            62EO50/6100.2550/62/FC000000/136905.02.05.08.02/00            0/2550/62/ESAX22008D/234A/2/3            Cost Center 62EC50            GI Account 6100.2550            Order FC000000            Quantity: 0            Amount: \$40,000.00            Percent: .16733            Subject To Funding:            Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM04AA07C/000072

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NAME OF OFFEROR OR CONTRACTOR  
COLSA CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62E060/6100.2550/62/FC000000/136905.02.08.08.04/00 0/2550/62/ESAX22008D/234A/3/4 Cost Center 62E060 GI Account 6100.2550 Order FC000000 Quantity: 0 Amount: \$224,000.00 Percent: .93703 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62E050/6100.2550/62/FC000000/136905.08.08.10.08.0/ 8/000/2550/62/ESAX22008D/234A/4/5 Cost Center 62E050 GI Account 6100.2550 Order FC000000 Quantity: 0 Amount: \$100,000.00 Percent: .41832 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62E050/6100.2550/62/FC000000/769347.05.08.08.01.0/ 1/000/2550/62/EXCX22008D/733B/1/2 Cost Center 62E050 GI Account 6100.2550 Order FC000000 Quantity: 0 Amount: \$328,000.00 Percent: 1.37207 Subject To Funding: Payment Address:</p>				

1. 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	\$ 111,113,219	\$ 4,392,484	(\$106,545)	\$ 2,365,187	(\$ 139,893)	\$ 117,624,452	\$ 91,490,605
This Mod	<u>817,341</u>	<u>40,184</u>	<u>-0-</u>	<u>21,637</u>	<u>-0-</u>	<u>879,162</u>	<u>9,692,000</u>
New Total	\$ 111,930,560	\$ 4,432,668	(\$ 106,545)	\$ 2,386,824	(\$ 139,893)	\$ 118,503,614	\$ 101,182,605

2. The purpose of this modification is to add the statement of work for the Upper Stage Test Control Room at Michoud Assembly Facility to the existing IDIQ tasks per Attachment J-9 and to incorporate the negotiated settlement of \$879,162 thereto. Period of performance for this task is the effective date of contract modification through December 31, 2008.

3. Attachment J-9 Performance Work Statements for IDIQ Task Orders is hereby changed to add:

Task 18 Upper Stage Test Control Room (TCR) at Michoud Assembly Facility (MAF) PWS Ref. 3.1 and 4.1-4.6

The contractor shall deliver a TCR System that will receive, process, display & archive Upper Stage & selected MAF facility data. The contractor shall deliver a TCR system that will also provide command capabilities to enable test & checkout of Upper Stages in accordance with TCR System Requirements. The HOSC contractor shall provide the effort to design, develop, integrate, test & checkout and deliver a MAF Test Control Room System that will enable the successful test and checkout of the Upper Stages. This includes the procurements of vendor equipment as required.

The initial tasks required to support this effort are:

- Develop, review and update assigned TCR documentation; like TCR Requirements, Document Tree, Configuration Management (CM) Plan, Architecture Control Document, Soft Ware (S/W) Development Plan, S/W Design Document, and others as identified.
- Support Preliminary Design Review (PDR) and Critical Design Review (CDR) activities.
- Initiate S/W procurements.
- Initiate Release of Phase I S/W Build
- Support Upper Stage development activities and meetings as necessary to enable current information used in the TCR development activity.

4. Additionally this modification increases the total sum allotted by \$ 9,692,000 (from \$91,490,605 to \$ 101,182,605).

5. In order to effect the foregoing, Clause B.2- ESTIMATED COST, AWARD FEE AND PERFORMANCE INCENTIVE FEE is hereby changed as follows:

Paragraph (a) The estimated cost of this contract is increased by \$817,341 from \$111,113,219 to \$111,930,560. The maximum award fee is increased by \$40,184 from \$4,392,484 to \$4,432,668. The unearned award fee is (\$106,545) and remains unchanged. The maximum performance incentive

fee is increased by \$21,637 from \$2,365,187 to \$2,386,824. The unearned performance incentive fee is (\$139,893) 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 \$879,162 from \$117,624,452 to \$118,503,614.

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:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Max. Perf. Incentive Fee	Unearned Performance Incentive Fee	Total Minus Unearned Fees
1/1/04 - 12/31/08	\$111,930,560	\$4,432,668	(\$106,545)	\$2,386,824	(\$139,893)	\$118,503,614

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

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 \$425,065	\$228,882
07/01/07-12/31/07	8 \$432,916	\$233,108
1/01/08-06/30/08	9 <u>\$457,610</u>	<u>\$246,405</u>
07/01/08-12/31/08	10 <u>\$457,687</u>	<u>\$246,447</u>
	<u>\$4,432,668</u>	<u>\$2,386,824</u>

6. Clause B.6, Contract Funding, is hereby changed to provide an additional \$9,692,000 of incremental funding pursuant to the Limitation of Funds clause FAR 52.232-22. The estimated funding coverage date is hereby extended from January 15, 2008 to June 30, 2008.
7. Accordingly, Clause B.6 Contract Funding is hereby revised to increase Estimated Cost by \$9,130,476 (from \$86,405,164 to \$95,535,640). Award Fee is hereby increased by \$433,497 (from

\$3,305,538 to \$3,739,035), and Performance Incentive Fee is hereby increased by \$128,027 (from \$1,779,903 to \$1,907,930).

8. 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
Attachment J-9 Performance Work Statements for IDIQ Task Orders	J-9-3	

9. 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 72	Cost Quotation No. 07-10-190/Revised November 14, 2007 Updated January 15, 2008