

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
		1	3

2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE DEC 18 2007	4. REQUISITION/PURCHASE REQ. NO. See attached replacement page B-2	5. PROJECT NO. (If applicable)
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6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	7. ADMINISTERED BY (If other than Item 6) MSFC Admin: Artra C. House 256-544-3507 Artra.c.house@nasa.gov
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Digital Fusion Solutions, Inc. 5030 Bradford Drive, Suite 210 Huntsville, AL 35805-1923	(✓)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM06AB27T
		10B. DATED (SEE ITEM 13) October 1, 2006

CODE 138205 CAGE CODE 1L4P0

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 attached replacement page B-2

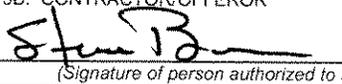
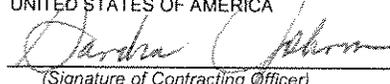
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	D. OTHER (Specify type of modification and authority) The Limitation of Funds clause.

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.)

	TOTAL CONTRACT VALUE	TOTAL FUNDING OBLIGATED
PREVIOUS	\$1,585,364	\$1,483,167
THIS MODIFICATION	<u>867,255</u>	<u>288,000</u>
TOTAL	\$2,452,619	\$1,771,167

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Brown, Program Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra S. Johnson, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 12/18/07	16C. DATE SIGNED DEC 18 2007

The purposes of this modification are to: (1) extend the period of performance (POP) of Business Support Task Order (NNM06AB27T) for a period of eight (8) months providing identical levels of support through September 30, 2008, the increase in contract value for this extension is \$867,255 (from \$1,585,364 to \$2,452,619); (2) increase the total funding allotted to this contract by \$288,000 (from 1,483,167 to \$1,771,167) pursuant to the "Limitation of Funds" clause; and (3) revise the table set forth in table B, Accounting and Appropriation Data, to add purchase request numbers 4200227898, 4200229624 and 4200230269 and the data associated with it.

- A. Clause 3, **PERIOD OF PERFORMANCE**, is hereby revised to read, "February 1, 2008 through September 30, 2008."
- B. The total contract value of this task order is hereby increased by \$867,255 (from \$1,585,364 to \$2,452,619).
- C. Clause 12, **1852.232-77. LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)**, is hereby revised to extend the funding coverage date through March 14, 2008 and increase the overall funding for this task order by \$288,000 (from \$1,483,167 to \$1,771,167).
- D. Attachment B, Accounting and Appropriation Data, is hereby revised to add Procurement Requests numbers 4200227898, 4200229624 and 4200230269 as well as the accounting and appropriation data associated with them.
- E. In order to implement 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 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>
Clauses	2 of 6 thru 6 of 6	2 of 6 thru 6 of 6
Attachment B	B-2	B-2

- F. 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.

Contract
Change Identification

Contractor
Proposal Number

Modification No. 11 to Contract
NNM06AB27T

DFSI proposals dated December 7, 2007

- G. All other terms and conditions remain unchanged and in full force and effect.

**TASK ORDER NNM06AB27T
BUSINESS SUPPORT SERVICES**

For

AS01/The Office of Center Operations

CS01/Office of Strategic Analysis and Communications

~~CS50/Cost Estimating Organization~~

ED02/Engineering Directorate Business Management Office

EI02/Instrument and Payload Systems Department Resources Management Office

ER02/Engineering Directorate Propulsion Systems Department

ET01/Engineering Test Laboratory

QD03/Safety and Mission Assurance Directorate Business Management Office

1. SUPPLIES AND/OR SERVICES TO BE FURNISHED

a. The Contractor shall perform this Performance Work Statement (PWS)-based Task Order in accordance with the PWS contained in the basic order, NNM05AB31C, Acquisition and Business Support Services, issued against GSA Schedule 874-V, Logistics Worldwide (LOGWORLD), Contract GS-10F-0399R. The Contractor shall perform this Task Order under the terms and conditions as set forth in the basic order and as supplemented in this Task Order.

b. The Contractor shall provide all resources (except as may be expressly stated in this order as furnished by the Government) necessary to perform all the service requirements in the PWS as provided in Attachment A hereto.

2. TYPE OF ORDER

This is a performance-based, Firm-Fixed-Price (FFP) Task Order.

3. PERIOD OF PERFORMANCE

The period of performance of this Task Order shall be as follows:
October 1, 2006, through September 30, 2008

4. PLACE OF PERFORMANCE

The Contractor shall perform the work under this order on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

5. PERFORMANCE SURVEYS

The Contractor shall conduct surveys in accordance with the direction in Clause B.3, Price Deductions for Less Than Optimum Performance, of the basic order, which shall be reported in accordance with the direction in Data Procurement Document (DPD) 1079, Attachment 2 to the basic order.

6. TECHNICAL DIRECTION

Performance of the work under this Task Order is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), as set forth in Clause G.1, Technical Direction, of the basic order.

7. CONSIDERATION AND PAYMENT

a. The Contractor shall be paid upon the satisfactory completion of the work called for in this Task Order and submission of properly certified invoices as detailed in Clause G.2, Consideration and Payment, of the basic order.

b. The Contractor shall be paid biweekly for the work called for in this Task Order at the rates specified for the applicable period as set forth in Attachment J-4, Corporate Rate Structure, to the basic order, and as set forth in the payment schedule shown below.

c. Accounting classifications and funding resources are as shown in Attachment B hereto.
NNM06AB27T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$36,456
		10/27/2006	\$36,456
		11/9/2006	\$36,456
		11/24/2006	\$36,456
		12/8/2006	\$36,456
		12/22/2006	\$36,456
		1/5/2007	\$36,456
		1/19/2007	\$36,456
		2/2/2007	\$36,456
		2/16/2007	\$36,456
		3/2/2007	\$36,456
		3/16/2007	\$36,456
		3/30/2007	\$36,456
		4/13/2007	\$44,311
		4/27/2007	\$44,311
		5/11/2007	\$49,398
		5/25/2007	\$49,398
		6/8/2007	\$49,398
		6/22/2007	\$49,398
		7/6/2007	\$49,398
		7/20/2007	\$54,149
		8/3/2007	\$54,149
		8/17/2007	\$55,640
		8/31/2007	\$55,640
		9/14/2007	\$55,640
		9/28/2007	\$50,061
		10/12/2007	\$50,061
		10/26/2007	\$50,061
		11/9/2007	\$50,061
		11/23/2007	\$50,061
		12/7/2007	\$50,061
		12/21/2007	\$50,061
		1/4/2008	\$50,061

		1/18/2008	\$50,915
		2/1/2008	\$50,915
		2/15/2008	\$50,915
		2/29/2008	\$50,915
		3/14/2008	\$50,915
		3/28/2008	\$50,915
		4/11/2008	\$50,915
		4/25/2008	\$50,915
		5/9/2008	\$50,915
		5/23/2008	\$50,915
		6/6/2008	\$50,915
		6/20/2008	\$50,915
		7/3/2008	\$50,915
		7/18/2008	\$50,915
		8/1/2008	\$50,915
		8/15/2008	\$50,915
		8/29/2008	\$50,915
		9/12/2008	\$50,915
		9/26/2008	\$50,903
		Total Billing	\$2,452,619

d. Contractor invoices shall be submitted in triplicate in accordance with Clause G.2, Consideration and Payment, of the basic order.

8. SPECIAL ORDER REQUIREMENTS

This Task Order shall be performed in accordance with the special order requirements clauses in Section H of the basic order.

9. ORDER CLAUSES

This Task Order shall be performed in accordance with the order clauses in Section I of the basic order.

10. OTHER TERMS AND CONDITIONS

All other terms and conditions as contained in the basic order, NNM05AB31C, are applicable to this Task Order.

11. ORDER OF PRECEDENCE

Should a conflict arise between the terms and conditions as shown in this Task Order and the terms and conditions of the basic order, NNM05AB31C, the basic order shall prevail.

12. 1852.232-77. LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price for effort provided under this Task Order, the sum of **\$1,771,167** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **March 14, 2008**.

(b) The Contractor agrees to perform or have performed the effort specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through **March 14, 2008**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the effort set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

Accounting and Appropriation Data

NNM06AB27T

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200169638	EXCX22006D	992858.04.08.01	62CS01	FC000000	62-CNTRGA	\$16,903
4200171863	EXCX22006D	843515.01.15.08	62ED04	FC000000	62-843515	\$53,608
4200176883	ESAX22006D	981155.01.08.01	62ED03	FC000000	62-981155	\$27,067
	EXCX22006D	981155.01.08.01	62ED03	FC000000	62-981155	\$52,933
4200178237	EXCX22006D	931164.08.04	62EI02	FC000000	62-931164	\$12,554
4200179130	EXCX22006D	790249.08.01	62QD03	FC000000	62-CNTRGA	\$25,000
	ESAX22006D	790249.08.01	62QD03	FC000000	62-CNTRGA	\$25,000
4200178189	ESAX22006D	931164.08.04	62ER02	FC000000	62-931164	\$25,000
4200180124	EXCX22006D	992858.04.08.01	62CS01	FC000000	62-CNTRGA	\$60,000
	EXCX22006D	992858.04.08.02	62CS30	FC000000	62-CNTRGA	\$34,340
4200181697	ESAX22006D	790249.08.01	62QD03	FC000000	62-CNTRGA	\$30,000
4200182521	ESAX22007D	763115.08.04.01.01	62ET01	FC000000	62-763115	\$97,081
4200184410	ESAX22007	763115.08.04.01.05	63EI02	FC000000	62	\$31,369
4200186539	ESAX22007	763115.08.04.01.03	63ER02	FC000000	62	\$40,000
4200187678	ESAX22007	931164.08.04.01.03	62ED02	FC000000	62	\$107,186
4200190209	EXCX22007D	520871.08.01.01.02	62ED03	FC000000	62	\$30,400
4200190226	ESAX22007D	763115.08.04.01.01	62ET01	FC000000	62	\$44,807
4200190868	EXCX22007D	667560.08.10.01	62QD30	FC000000	62	\$37,106
4200191488	EXAX22007D	931164.08.04	62ER02	FC000000	62-931164	\$71,920
4200195178	EXCX22007D	981155.01.08.01	62ED03	FC000000	62	\$9,689
4200198583	ESAX22006D	98115.01.08.01	62-981155	FC000000	62-981155	\$45,263
4200195757	ESAX22007D	698671.04.08	62	FC000000	62CS50	\$109,757
4200199280	EXCX22007D	522632.08.01.01	62	FC000000	62EM01	\$10,000
	EXCX22007D	524238.08.01.01.03	62	FC000000	62EM01	\$10,000
	EXCX22007D	522094.08.01.01.03.01	62	FC000000	62EM01	\$10,000
	EXCX22007D	520871.08.01.01.02	62	FC000000	62EM01	\$10,000
	EXCX22007D	981155.01.08.01	62	FC000000	62ED03	\$15,960
4200200411	ESAX22007D	763115.08.04.01.01	62	FC000000	62ET01	\$52,274
4200200750	EXCX22007D	667560.08.01.01	62QD20	FC000000	62	\$43,688
4200200780	ESAX22007D	763115.08.04.01.03	62EI02	FC000000	62	\$45,000
4200211477	ESAX22007D	325288.01.08	62QD03	FC000000	62	\$58,097
4200211706	ESAX22006D	685676.01.08.04	62ED03	FC000000	62-685676	\$5,963
4200209646	EXCX22007D	931164.08.04.01.01	62ED03	FC000000	62	\$33,249
4200214187	EXCX22007D	763115.08.04.01.01	62ET01	FC000000	62	\$70,259
4200215056	ESAX22007D	931164.08.04.01.03	62ED02	FC000000	62	\$29,048
4200218785	ESAX22007D	292487.09.08.01	62AS01	FC000000	62	\$50,000
4200214610	ESAX22007D	292487.08.08.01	62CS01	FC000000	62	\$52,646
4200227898	ESAX22007D	698671.04.08	62CS50	FC000000	62	\$178,000
4200229624	EXCX22007D	691633.01.08.05	62ES01	FC000000	62	\$60,000
4200230269	ESAX22007D	292487.09.08.01	62AS01	FC000000	62	\$50,000
TOTAL						\$1,771,167