

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
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2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE	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	CODE PS32/MFC	7. ADMINISTERED BY (If other than Item 6) MSFC Admin: Julie Shaddock, PS32 256-544-5435 julie.a.shaddock@nasa.gov	CODE PS32/MFC
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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: The Changes Clause of GSA FSS LOGWORLD Contract GS-10F-0399R and the Limitation of Funds clause.
	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.)

	TOTAL CONTRACT VALUE	TOTAL FUNDING OBLIGATED
PREVIOUS	\$ 947,861	\$638,041
THIS MODIFICATION	<u>102,005</u>	<u>193,922</u>
TOTAL	\$1,049,966	\$831,963

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

The purpose of this modification is to add Work Breakdown Structure (WBS) 3.9, Cost Estimating Organization/CS50, and Sections 3.9.1 and 3.3.3 to the Performance Work Statement (PWS) and to eliminate the requirements set forth in Section 3.3.2 of the PWS as well as to implement the negotiated equitable contract adjustments associated with these changes, pursuant to the “Changes” clause. These contract adjustments include an increase of \$102,005 (from \$947,861 to \$1,049,966) in the firm fixed price of this task order as well as revisions to the payment schedule set forth in the “Consideration and Payment” clause to reflect an increase in the amounts for biweekly payments associated with the increase in the firm fixed price of this task order. This modification is also to increase the total funding allotted to this contract by \$193,922 (from \$638,041 to \$831,963) and extend the funded through date to June 22, 2007, pursuant to the “Limitation of Funds” clause, and the Contractor’s email dated March 29, 2007. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add four procurement requests and the accounting data associated with each.

A. Accordingly, the firm fixed price of this task order is hereby increased by \$102,005. The payment schedule set forth in the “Consideration and Payment” clause is hereby revised to read as shown on enclosed replacement pages 3 of 6 and 4 of 6. The “Limitation of Funds” clause is hereby revised to read as shown on enclosed replacement pages 4 of 6 and 5 of 6. The table set forth in Attachment B, Accounting and Appropriation Data, is hereby revised to read as shown on enclosed replacement page B-2. The PWS is hereby revised to read as shown on the enclosed replacement pages A-2 and A-4.

B. 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>
Clause 7	3 of 6 4 of 6 5 of 6	3 of 6 4 of 6 5 of 6
PWS	A-1 - A-4	A-1 - A-4
Attachment B	B-2	B-2

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.

Contract
Change Identification

Contractor
Proposal Number

Modification No. 4 to Contract
NNM06AB27T

DFSI proposals dated March 20, 2007
and March 28, 2007

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

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	October 13, 2006	\$36,456
		October 27, 2006	\$36,456
		November 9, 2006	\$36,456
		November 24, 2006	\$36,456
		December 8, 2006	\$36,456
		December 22, 2006	\$36,456
		January 5, 2007	\$36,456
		January 19, 2007	\$36,456
		February 2, 2007	\$36,456
		February 16, 2007	\$36,456
		March 2, 2007	\$36,456
		March 16, 2007	\$36,456
		March 30, 2007	\$36,456
		April 13, 2007	\$44,311
		April 27, 2007	\$44,311
		May 11, 2007	\$44,311
		May 25, 2007	\$44,311
		June 8, 2007	\$44,311
		June 22, 2007	\$44,311
		July 6, 2007	\$44,311
		July 20, 2007	\$44,311
		August 3, 2007	\$44,311
		August 17, 2007	\$44,311

		August 31, 2007	\$44,311
		September 14, 2007	\$44,311
		September 28, 2007	\$44,306
		Total Billing	\$1,049,966

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 **\$831,963** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **June 22, 2007**.

(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 **June 22, 2007**.

(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.

**Performance Work Statement
for
Task Order NNM06AB27T, Business Support Services
For CS01/Office of Strategic Analysis and Communications
ED02/Engineering Directorate Business Management Office
ED03/Engineering Directorate Policies and Programs 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
CS50/Cost Estimating Organization**

Basic Order NNM05AB31C

1.0 INTRODUCTION

The Contractor shall perform this Performance Work Statement (PWS) in accordance with the PWS contained in the basic order, NNM05AB31C, Acquisition and Business Support Services (ABSS), and with the terms and conditions as set forth in the basic order and as supplemented in this Task Order.

2.0 PROGRAM MANAGEMENT

The Contractor shall provide program management and control for this Task Order pursuant to PWS paragraph 2.0 of the basic order. All plans and reports will be provided to the Government in accordance with the direction contained in the Data Procurement Document (DPD) 1079, Attachment J-2 to the basic order, and as directed in paragraph 2.0 of the basic order PWS.

3.0 BUSINESS SUPPORT

3.1 CS01/Office of Strategic Analysis and Communications

3.1.1 Business support (budget/workforce) is required for the Business Team Lead/Manager of the Office of Strategic Analysis and Communications to assist in budgetary development, maintenance, and execution. Tasks include (but are not limited to): 1) assisting in cost performance and schedule analysis; 2) providing input for POP and workforce plans; 3) reviewing 533s on pertinent contracts; 4) initiating Purchase Requests; 5) updating and processing reports from budget databases and NASA financial systems; 6) participating in Program/Project and/or Center meetings and reviews; and 7) assisting in preparation of presentations, as required. This type position requires a bachelor's degree in area of specialty and 2-4 years of experience, or an equivalent combination of education and experience, in the field or in a related area. This support effort will require travel to NASA HQ and/or to other NASA Centers/sites for 2-5 days every 16 weeks.

3.2 ED02/Engineering Directorate/Resource Management Office

3.2.1 Business services support is required to provide assistance in maintaining project documentation, performing funds control and budget analysis, maintaining and providing program/project resource status reports, and performing various resource (budget/workforce) related tasks. All documentation and work processes will follow the CFO and Office of Procurement requisition initiation Marshall Management System. Business skills required are in the areas of accounting, budget formulation, and cost and performance assessments. This type position requires a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area.

3.3 ED03/Engineering Policies and Programs Office

3.3.1 Provide accounting/financial/budget analysis and integration support to the NASA Technical Standards Program Office and to the Engineering Directorate Business Office. Tasks include assisting in preparation and analysis of budget and financial data; analysis and entry of financial data into automated systems; assisting in preparation of business resources and financial reports; analysis and assistance in developing appropriate overhead rate structure; assistance in the preparation of cost sections of research proposals; and performing various other business related activities. This type position requires a bachelor's degree and 0-2 years of experience in the field or in a related area.

3.3.2 Reserved

3.3.3 Digital Fusion will provide management with pertinent budgetary information to manage and control program resources and schedules within constraints. Tasks will include (but not be limited to) supporting overall budget functions, including all NASA Office of Chief Engineer budget matters at Marshall Space Flight Center, assessing difference/changes in budget contents and recommending possible courses of action; performing independent cost/schedule analyses on multiple project budgets; providing independent status reports and assessments; tracking and analyzing program budgets, funding, costs, schedule and contract status and predicting anticipated progress at selected points in time (such as at fiscal year or major milestones). This position will supervise work of one or more budget analysis assistant. Digital Fusion support will have an understanding of government financial processes and experience with an integrated Marshall Space Flight Center financial management system. This support position will be proficient with MicroSoft Office applications with an advanced knowledge of Excel. This position requires a degree and 8-10 years of experience in the NASA budget analysis field and related areas. We estimate this effort will require one Budget Analyst IV.

3.4 EI02/Instrument and Payload Systems Department Resources Management Office

3.4.1 Business support (budget/workforce) is required for the Instrument and Payload Systems Department Resources Management Office to assist in budgetary development, maintenance, and execution. Tasks may include assisting in cost performance and schedule analysis; providing input for POP and workforce plans, initiating Purchase Requests; updating and processing reports from budget databases and NASA financial systems; and assisting in preparation of presentations, as required. This type position requires a bachelor's degree in area

of specialty and 0-2 years of experience, or an equivalent combination of education and experience, in the field or in a related area.

3.5 ER02/Engineering Directorate/Propulsion Systems Department/Resources Management Office

3.5.1 Business services support is required to provide assistance in maintaining project documentation, performing funds control and budget analysis, maintaining and providing program/project resource status reports, and performing various resource (budget/workforce) related tasks. All documentation and work processes will follow the CFO and Office of Procurement requisition initiation Marshall Management System. Business skills required are in the areas of accounting, budget formulation, and cost and performance assessments including utilizing Earned Value Management (EVM). This type position requires a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area.

3.6 ET01/Engineering Test Laboratory

3.6.1 Business services support is required to support managing and maintaining project documentation and performing funds control and budget analysis. This type position requires bachelor's degree and 2-4 years of experience in the field or in a related area.

3.7 ET01/Engineering Test Laboratory Business Office

3.7.1 Business services support is required to support managing and maintaining project documentation and performing funds control and budget analysis. This type position requires bachelor's degree and 2-4 years of experience in the field or in a related area.

3.8 Safety and Mission Assurance Directorate/Business Management Office/QD03

3.8.1 Business support (budget/workforce) is required to provide support to S&MA personnel in the annual formulation of the organization budget requirements and communications and interface with the Center CFO in the budget request/formulation process. Tasks include tracking incoming project fund allocations for corporate accounts and the obligation of these funds to specific contractual activities; providing up-to-date status of funds available, committed, obligated and costed; assisting S&MA personnel in tracking the progression of actions through MSFC Office of Procurement; preparing service requests (SRs), and purchase requests (PRs); and consolidating and reconciling monthly budget and travel reports. This type position requires a bachelor's degree in area of specialty and 6-8 years experience in the field or in a related area.

3.9 Cost Estimating Organization/CS50

3.9.1 Digital Fusion will provide business support for the CS50, Cost Estimating Organization. This support position will be responsible for initial start-up of a rates database and developing cost estimating processes, requiring communications with other MSFC Organizations as well as other NASA Centers. Support tasks will include (but not be limited to) initial startup operations to collect, maintain, and protect a rates database and providing representative rates for Civil Service SEB team for integration and evaluation of costs estimates. The position will maintain said database of indices such as inflation, escalation standards, DLA indices, and NASA Center rates for Civil Service, Support Contractors and Contractor standard labor categories. This support position will also serve as a reference source for other requests for center-wide rates information and estimation, and serve as an authority on bottom up estimating for labor rates. This position will not be responsible for any equipment, hardware, etc. estimates or any parametric estimates which are already being provided by the CS50 Organization. Digital Fusion support will perform assessments of the elements and identify critical areas of concern for the purpose of defining potential estimating and financial problems. Support will be provided with cost estimates on multiple tasks at various levels. Digital Fusion support will have expert knowledge of NASA/MSFC business tools and concepts, practices and procedures, and extensive experience and judgment to plan and accomplish goals. This type position requires a bachelor's degree and 8-10 years experience in the field or in a related area. Digital Fusion support will have advanced Microsoft Excel, Power Point, Word, and Project skills in addition to knowledge of full cost accounting procedures. We estimate this effort will require one Program Manager.

**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
TOTAL						\$831,963