

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
		1	2

2. AMENDMENT/MODIFICATION NO. <b>10</b>	3. EFFECTIVE DATE <b>Shown in Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY Office of Procurement 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, PS32 256-544-3507 Artra.c.house@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566
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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. <b>NNM06AB29T</b>
		10B. DATED (SEE ITEM 13) <b>October 1, 2006</b>

**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)

**N/A**

**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) AND AS MUTUALLY AGREED BY THE PARTIES.
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral – FAR 43.103(a)(2) and “Change” clause of GSA FSS LOGWORLD Contract GS-10F-0399R and mutual agreement of the parties
	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	\$1,794,990	\$ 1,793,634
THIS MODIFICATION	\$ 165,494	\$ 0
<b>TOTAL</b>	<b>\$1,960,484</b>	<b>\$ 1,793,634</b>

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Steve Brown, Program Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Ketela K. Helton, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR APPROVED BY: Steve Brown  (Signature of person authorized to sign)	15C. DATE SIGNED 8/21/08	16B. UNITED STATES OF AMERICA BY <u>Ketela K. Helton</u> (Signature of Contracting Officer)	16C. DATE SIGNED 8/22/08

The purpose of this modification is to extend the Period of Performance (POP) of this task order beginning October 1, 2008 through June 19, 2009 and to incorporate the negotiated equitable contract adjustments associated with this extension. It is also to delete the support the Contractor is required to provide under Sections 3.1.1 of the Performance Work Statement (PWS) and decrease the support the Contractor is required to provide under Sections 3.1.4 of the PWS pursuant to the "Change" clause. The contract adjustment includes an increase of \$165,494.00 (from \$1,794,990 to \$1,960,484.00) in the firm fixed price of this task order as well as the associated revisions to the payment schedule set forth in the "Consideration and Payment" clause. Accordingly, the contract is changed in the follow particulars:

- A. The contract value of this task order is hereby increased by \$165,494.00 (from \$1,794,990.00 to \$1,960,484.00).
- B. Clause 3, **PERIOD OF PERFORMANCE**, is hereby revised to read, "October 1, 2006, through June 19, 2009."
- C. Clause 7, **CONSIDERATION AND PAYMENT**, is hereby revised to reflect an increase in the amounts for biweekly payments and total billing in order to account for the increase in the firm fixed price of this task order. These revisions include ODC travel in the amount of \$3,744 (from \$1,329 to \$5,073).
- D. 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	4 of 6	4 of 6
PWS	Page A-2 and A3	Page A-2 and A3

E. Contractor's Statement of Release

In consideration of the modification agreed to herein as completed 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 adjustments attributable to such facts or circumstances giving rise to said contract change and/or contractor proposal, and for such additional obligations as may be required by this modification.

<u>Contract Change Identification</u>	<u>Contractor Proposal Number</u>
Modification No. 10 to Contract NNM06AB29T	DFSI proposal dated July 7, 2008

- F. All other terms and conditions remain the same.

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.

NNM06AB29T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$38,525
		10/27/2006	\$38,525
		11/9/2006	\$38,525
		11/24/2006	\$38,525
		12/8/2006	\$38,525
		12/22/2006	\$38,525
		1/5/2007	\$38,525
		1/19/2007	\$38,525
		2/2/2007	\$38,525
		2/16/2007	\$38,525
		3/2/2007	\$37,351
		3/16/2007	\$37,351
		3/30/2007	\$37,351
		4/13/2007	\$37,351
		4/27/2007	\$37,351
		5/11/2007	\$37,351
		5/25/2007	\$37,351
		6/8/2007	\$37,351
		6/22/2007	\$37,351
		7/6/2007	\$38,636
		7/20/2007	\$38,636
		8/3/2007	\$38,636
		8/17/2007	\$38,636
		8/31/2007	\$38,636
		9/14/2007	\$38,636
		9/28/2007	\$38,630
		10/12/2007	\$40,045
		10/26/2007	\$40,045
		11/9/2007	\$40,045
		11/23/2007	\$40,045
		12/7/2007	\$40,045
		12/21/2007	\$40,045
		1/4/2008	\$40,045
		1/18/2008	\$40,045

		2/1/2008	\$40,045
		2/15/2008	\$40,045
		2/29/2008	\$25,168
		3/14/2008	\$25,168
		3/28/2008	\$25,168
		4/11/2008	\$25,168
		4/25/2008	\$25,168
		5/9/2008	\$25,168
		5/23/2008	\$25,168
		6/6/2008	\$25,168
		6/20/2008	\$25,168
		7/3/2008	\$25,168
		7/18/2008	\$25,168
		8/1/2008	<b>\$11,983</b>
		8/15/2008	<b>\$11,983</b>
		8/29/2008	<b>\$11,983</b>
		9/12/2008	<b>\$11,983</b>
		9/26/2008	<b>\$11,983</b>
		10/10/2008	<b>\$11,983</b>
		10/24/2008	<b>\$11,983</b>
		11/7/2008	<b>\$11,983</b>
		11/21/2008	<b>\$11,983</b>
		12/5/2008	<b>\$11,983</b>
		12/19/2008	<b>\$11,983</b>
		1/2/2009	<b>\$11,983</b>
		1/16/2009	<b>\$11,983</b>
		1/30/2009	<b>\$11,983</b>
		2/13/2009	<b>\$11,983</b>
		2/27/2009	<b>\$11,983</b>
		3/13/2009	<b>\$11,983</b>
		3/27/2009	<b>\$11,983</b>
		4/10/2009	<b>\$11,983</b>
		4/24/2009	<b>\$11,983</b>
		5/8/2009	<b>\$11,983</b>
		5/22/2009	<b>\$11,983</b>
		6/5/2009	<b>\$11,983</b>
		6/19/2009	<b>\$11,978</b>
		Total Billing	<b>\$1,956,740</b>

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

f. Travel is cost reimbursable and will be invoiced separately from the labor shown in the payment schedule above. Of the total price for effort provided under this Task Order **\$5,073** is included for travel.

**Performance Work Statement  
for  
Task Order NNM06AB29T, Business Support Services  
For IS01/Integrated Enterprise Management Program  
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 Integrated Enterprise Management Program (IEMP)/IS01**

**3.1.1 RESERVED**

**3.1.2** Support is also required to perform assessments of programs and identify critical areas of concern for the purpose of defining potential technical and financial problems. Cost analysis and performance assessment will be required on multiple project elements. Earned Value Management Techniques may be used to assess project elements and convey status to customers. Participation will be required in developing program budgets, long-range Program Operating Plans (POPs), phasing plans, and other resource planning. This type position requires a bachelor's degree and 4-6 years of experience in the field or in a related area.

**3.1.3** Additional support is required to provide analyses of the effectiveness and efficiency of operations and to provide management with pertinent information to manage and control program resources and schedules within constraints. Tasks will include (but not be limited to) assessing differences/changes in program content and recommending possible courses of action; perform independent cost/schedule analyses; provide independent status reports and assessments; track and analyze program cost/schedule status and predict anticipated progress at selected points in time (such as at fiscal year or major milestones). This position requires a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area.

**3.1.4** This support will be responsible for assisting in developing program budgets, long-range Program Operating Plans (POPs), phasing plans, and other resource planning. Will perform assessments of the project and identify critical areas of concern for the purpose of defining potential technical and financial problems. Cost analysis and performance assessment will be required on multiple project elements. Requires expert knowledge of NASA/MSFC business concepts, practices, and procedures, and extensive experience and judgment to plan and accomplish goals. This position requires a bachelor's degree and 8-10 years experience in the field or in a related area.