

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

2. AMENDMENT/MODIFICATION NO. <b>12</b>	3. EFFECTIVE DATE <b>Shown in Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See attached replacement page B-2</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE <b>PS32/MFE</b>	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	CODE <b>MFE</b>

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>	

CODE <b>138205</b>	CAGE CODE <b>1L4P0</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)

**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) 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	\$1,960,484	\$ 1,793,634
THIS MODIFICATION	\$ (85,106)	\$ 50,000
<b>TOTAL</b>	<b>\$1,875,378</b>	<b>\$ 1,843,634</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 2/13/09
	16B. UNITED STATES OF AMERICA BY <u>Ketela K. Helton</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 2/19/09

The purpose of this modification is to delete the support set forth in Section 3.1.2 of the PWS as well as to implement the negotiated equitable contract adjustments associated with these changes, pursuant to the “Change” clause. These contract adjustments include a decrease of (\$85,106) (from \$1,960,484 to \$1,875,378) 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. This modification is also to increase the total funding allotted to this contract by \$50,000 (from \$1,793,634 to \$1,843,634) and extend the funded through date to January 2, 2009, pursuant to the “Limitation of Funds” clause. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add purchase request number 4200280748 and the data associated with it. Accordingly, the contract is changed in the following particulars:

- A. The contract value of this task order is hereby decreased by (\$85,106) (from \$1,960,484 to \$1,875,378).
- B. Clause 7, **CONSIDERATION AND PAYMENT**, is hereby revised to add new payment amounts associated with the decrease in the contract value.
- C. Clause 12, **1852.232-77, LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)**, is hereby revised to extend the funding coverage date through January 2, 2009 and increase the overall funding for this task order by \$50,000 (from \$1,793,634 to \$1,843,634).
- D. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request number 4200280748 as well as the accounting and appropriation data associated with it.
- E. Attachment J-1, **PERFORMANCE WORK STATEMENT**, is hereby changed to delete support under Section 3.1.2 of the PWS.
- F. 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 thru 5 of 6	4 of 6 thru 5 of 6
PWS	A-2	A-2
Attachment B	B-2	B-2

- G. 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. 12 to Contract  
NNM06AB29T

DFSI proposal dated January 29, 2009

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

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	\$25,085
		3/14/2008	\$25,085
		3/28/2008	\$25,085
		4/11/2008	\$25,085
		4/25/2008	\$25,085
		5/9/2008	\$25,085
		5/23/2008	\$25,085
		6/6/2008	\$25,085
		6/20/2008	\$25,085
		7/3/2008	\$25,085
		7/18/2008	\$25,085
		8/1/2008	\$25,085
		8/15/2008	\$25,085
		8/29/2008	\$25,085
		9/12/2008	\$11,983
		9/26/2008	\$11,983
		10/10/2008	\$11,983
		10/24/2008	\$11,983
		11/7/2008	\$11,983
		11/21/2008	\$11,983
		12/5/2008	\$11,983
		12/19/2008	\$11,983
		1/2/2009	<b>\$2,380</b>
		1/16/2009	<b>\$2,380</b>
		1/30/2009	<b>\$2,380</b>
		2/13/2009	<b>\$2,380</b>
		2/27/2009	<b>\$2,380</b>
		3/13/2009	<b>\$2,380</b>
		3/27/2009	<b>\$2,380</b>
		4/10/2009	<b>\$2,380</b>
		4/24/2009	<b>\$2,380</b>
		5/8/2009	<b>\$2,380</b>
		5/22/2009	<b>\$2,380</b>
		6/5/2009	<b>\$2,380</b>
		6/19/2009	<b>\$2,386</b>
		Total Billing	<b>\$1,870,305</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. Travel amount remains the same.

**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 **\$1,843,634** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **January 2, 2009**.

(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 **January 2, 2009**.

(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.

**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 RESERVED**

**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.

**Accounting and Appropriation Data  
NNM06AB29T**

**LABOR**

<b>PR NUMBER</b>	<b>Fund</b>	<b>WBS</b>	<b>Cost Center</b>	<b>Internal Order</b>	<b>Fund Center</b>	<b>Amount</b>
4200152307	EXCX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$123,059
4200178427	ESAX22006D	397395.02.08	62IS01	FC000000	62-397395	\$75,000
4200182838	ESAX22007D	855690.01.08.01	62IS60	FC000000	62	\$93,000
	ESAX22006D	015265.01.08.01	62-015265	FC000000	62-015265	\$241,000
4200192555	ESAX22006D	543522.01.08.01	62IS60	FC000000	62-543522	\$100,000
	ESAX22006D	931688.01.08.01	62IS60	FC000000	62-931688	\$150,000
	ESAX22007D	397395.02.08	62IS60	FC000000	62	\$84,000
4200201706	ESAX22007D	543522.01.08.01	62IS01	FC000000	62	\$72,000
	ESAX22007D	332607.02.01.07	62IS01	FC000000	62	\$44,801
4200204629	ESAX22007D	543522.01.08.01	62IS01	FC000000	62	\$1302
4200214579	ESAX22007D	855690.01.08.01	62IS01	FC000000	62	\$7,666
4200219878	ESAX22007D	332607.02.01.07	62IS01	FC000000	62	\$105,199
	ESAX22007D	931688.01.08.01	62IS01	FC000000	62	\$75,000
	ESAX22007D	397395.02.08	62IS01	FC000000	62	\$155,000
4200230775	ESAX2207D	543522.01.08.01	62IS01	FC000000	62	\$250,000
4200237975	ESAX22008D	397395.02.08	62IS01	FC000000	62	\$215,278
<b>4200280748</b>	<b>CASX22009D</b>	<b>543522.04.08.05</b>	<b>62IS01</b>	<b>FC000000</b>	<b>62</b>	<b>\$50,000</b>
<b>TRAVEL</b>						
4200214579	ESAX22007D	855690.01.08.01	62IS01	FC000000	62	\$1,329
TOTAL						<b>\$1,843,634</b>