

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
---	--	---------------------	----------------------------

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE SHOWN IN BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. See attached replacement page B-2	5. PROJECT NO. (If applicable)
--	--	--	--------------------------------

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
---	-------------------------	--	-------------------------

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. NNM06AB30T
		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: 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.)

	CONTRACT VALUE	FUNDING OBLIGATED
PREVIOUS AMOUNT	\$1,109,727	\$1,067,884
THIS MODIFICATION	<u>\$1,295,608</u>	<u>\$ 338,186</u>
NEW AMOUNT	\$2,405,335	\$1,406,070

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	(Signature of Contracting Officer)

The purpose of this modification is to extend the period of performance (POP) of this task order for one year through September 30, 2008, and to incorporate the negotiated equitable contract adjustments associated with this extension. The requirements to be performed under this task order during the extension period, as well as the level of support to be provided by the Contractor to satisfy the requirements, remain unchanged. This modification is also to obligate additional incremental funding and to extend the estimated funding coverage date.

A. Accordingly, the firm fixed price of this task order is hereby increased by \$1,295,608 (from \$1,109,727 to \$2,405,335). The POP set forth in Clause 3, Period of Performance, is hereby revised to read, "October 1, 2006, through September 30, 2008." Clause 7, Payment and Consideration, 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 as well as to reflect \$20,000 in the estimated travel cost. Clause 12, Limitation of Funds, is hereby revised to extend the funding coverage date through December 7, 2007 and increase the overall funding for this task order by \$338,186 (from \$1,067,884 to 1,406,070), which includes an increase of \$318,186 (from \$1,067,884 to \$1,386,070) of funding that is available for payment of labor as well as \$20,000 of funding that is available for payment of travel costs. Attachment B, Accounting and Appropriation Data, is hereby revised to add Procurement Request 4200213232 as well as the accounting and appropriation data associated with it.

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>
Clauses	2 of 6 thru 6 of 6	2 of 6 thru 6 of 6
PWS	A-1 – A-2	A-1 – A-2
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

Modification No. 2 to Contract
NNM06AB30T

Contractor Proposal Number

DFSI proposal dated July 26, 2007

C. All other terms and conditions remain the same.

**TASK ORDER NNM06AB30T
BUSINESS SUPPORT SERVICES
For**

JP02/Exploration Launch Office Program Planning and Control 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.

NNM06AB30T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$41,086
		10/27/2006	\$41,086
		11/9/2006	\$41,086
		11/24/2006	\$41,086
		12/8/2006	\$41,086
		12/22/2006	\$41,086
		1/5/2007	\$41,086
		1/19/2007	\$41,086
		2/2/2007	\$41,086
		2/16/2007	\$41,086
		3/2/2007	\$41,086
		3/16/2007	\$41,086
		3/30/2007	\$41,086
		4/13/2007	\$41,086
		4/27/2007	\$41,086
		5/11/2007	\$41,086
		5/25/2007	\$41,086
		6/8/2007	\$41,086
		6/22/2007	\$41,086
		7/6/2007	\$41,086
		7/20/2007	\$48,002
		8/3/2007	\$48,002
		8/17/2007	\$48,002
		8/31/2007	\$48,002
		9/14/2007	\$48,002
		9/28/2007	\$47,997
		10/12/2007	\$48,952
		10/26/2007	\$48,952
		11/9/2007	\$48,952
		11/23/2007	\$48,952
		12/7/2007	\$48,952
		12/21/2007	\$48,952
		1/4/2008	\$48,952

		1/18/2008	\$48,952
		2/1/2008	\$48,952
		2/15/2008	\$48,952
		2/29/2008	\$48,952
		3/14/2008	\$48,952
		3/28/2008	\$48,952
		4/11/2008	\$48,952
		4/25/2008	\$48,952
		5/9/2008	\$48,952
		5/23/2008	\$48,952
		6/6/2008	\$48,952
		6/20/2008	\$48,952
		7/3/2008	\$48,952
		7/18/2008	\$48,952
		8/1/2008	\$48,952
		8/15/2008	\$48,952
		8/29/2008	\$48,952
		9/12/2008	\$48,952
		9/26/2008	\$48,943
		Total Billing	\$2,382,470

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

e. Travel is cost reimbursable and will be invoiced separately from the labor shown in the payment schedule below. Of the total price for effort provided under this Task Order, \$22,864 is included for travel.

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 **\$1,406,070** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **December 7, 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 **December 7, 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 performanc

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)

ATTACHMENT A
PERFORMANCE WORK STATEMENT (PWS)
BUSINESS SUPPORT SERVICES
NNM06AB30T
FOR
JP02/Exploration Launch Office Program Planning and Control
Office

**Performance Work Statement
for
Task Order NNM06AB30T, Business Support Services
JP02/Exploration Launch Office Program Planning and Control**

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 JP02/Exploration Launch Office Program Planning and Control Office

3.1.1 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 4-6 years of experience in the field or in a related area.

3.1.2 Business Support is required for the ELO PP&C. This support will be responsible for assisting in initial start-up of the business office and developing program budgets, long-range Program Operating Plans (POPs), phasing plans, workforce planning, business communications to other Field Centers, and other business tasks. Will perform assessments of the elements 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 tasks at various levels. Requires expert knowledge of NASA/MSFC business tools and 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.

3.1.3 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.

3.1.4 This position is required to provide project planning and control support to the first stage element management. This includes providing information element management to help manage and control project resources and schedules. This position provides leadership in conceiving and developing business and financial strategies, budget formulation and execution, and business processes. Tasks will include (but not be limited to) initial startup operations, including formulation of project Work Breakdown Structure (WBS); review, preparation and monitoring of budgets, funding, costs, schedules, and contract status for multiple projects or project elements. Perform independent analysis utilizing Earned Value Management (EVM) techniques. Serves as authority on funds and funds control, financial management and business activities; workforce and resource planning and phasing; EVM and Integrated Baseline Reviews (IBR). Must work independently and with minimal supervision. Must be able to fill in as Business Manager as needed. This position requires a bachelor's degree in Engineering or area of specialty and 10 or more years of experience in the Business field or in a related area. Experience with government financial, budget, resource, and funding processes required. Advanced Microsoft Excel, Power Point, Word, and Project skills are required. Knowledge of full cost accounting procedures required. Experience with SAP accounting software is beneficial. Prefer NASA experience.

Accounting and Appropriation Data

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200171820	ESAX22006D	136905.01.02.08	62JP02	FC000000	62-136905	\$1,067,884
4200213232	ESAX22007D	136905.01.02.08	62JP02	FC000000	62	\$318,186
TOTAL						\$1,386,070

TRAVEL

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200213232	ESAX22007D	136905.01.02.08	62JP02	FC000000	62	\$20,000
TOTAL						\$20,000