

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

10

**Shown in Block 16C**

**See attached replacement page B-2**

6. ISSUED BY CODE

PS32/MFE

7. ADMINISTERED BY (If other than Item 6) CODE

PS32/MFE

Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

MSFC Admin: Artra C. House, PS32  
256-544-3507  
Artra.c.house@nasa.gov

AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

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.

**NNM06AB31T**

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) AND AS MUTUALLY AGREED BY THE PARTIES.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

Bilateral - FAR 43.103(a)(2), "Limitation of Funds" clause, Change Clause 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**

PREVIOUS \$2,266,716  
THIS MODIFICATION \$1,132,517  
TOTAL \$3,399,233

**TOTAL FUNDING OBLIGATED**

\$2,266,716  
\$1,000,000  
\$3,266,716

15A. NAME AND TITLE OF SIGNER (Type or print)

**Steve Brown, Program Manager**

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

*St Brown*

1/24/08

BY *Marty B. Hanson*

1/24/08

(Signature of person authorized to sign)

(Signature of Contracting Officer)

The purpose of this modification is to: (1) extend the period of performance (POP) by eight (8) months through September 30, 2008, and adjust the level of support required for WBS elements 3.2.4, 3.3.1, and 3.4.3 at a total combined negotiated increase in contract value of \$1,132,517 (from \$2,266,716 to \$3,399,233); (2) increase the total funding allotted to this contract by \$1,000,000 (from \$2,266,716 to \$3,266,716); and (3) revise the table set forth in table B, Accounting and Appropriation Data, to add purchase request number 4200231004 and the data associated with it. Accordingly, the contract is changed in the following particulars:

- A. Clause 3, **PERIOD OF PERFORMANCE**, is hereby revised to read, "October 1, 2006 through September 30, 2008."
- B. Clause 7, **CONSIDERATION AND PAYMENT**, is hereby revised to add new payment dates and amounts associated with the extension period.
- C. Clause 12, **1852.232-77, LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)**, is hereby revised to extend the funding coverage date through August 15, 2008 and increase the overall funding for this task order by \$1,000,000 (from \$2,266,716 to \$3,266,716).
- D. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request number 4200231004 as well as the accounting and appropriation data associated with it.
- 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 5 of 6	2 of 6 thru 5 of 6
Attachment B	B-2	B-2

F. 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.

Contract  
Change Identification

Modification No. 10 to Contract  
NNM06AB31T

Contractor  
Proposal Number

DFSI proposal dated  
December 11, 2007

G. All other terms and conditions remain the same.

**TASK ORDER NNM06AB31T  
ACQUISITION SUPPORT SERVICES  
For  
PS01/Office of Procurement**

**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.

NNM06AB31T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$63,244
		10/27/2006	\$63,244
		11/9/2006	\$63,244
		11/24/2006	\$63,244
		12/8/2006	\$63,244
		12/22/2006	\$63,244
		1/5/2007	\$63,244
		1/19/2007	\$63,244
		2/2/2007	\$63,244
		2/16/2007	\$63,244
		3/2/2007	\$62,584
		3/16/2007	\$62,584
		3/30/2007	\$62,584
		4/13/2007	\$62,584
		4/27/2007	\$62,584
		5/11/2007	\$62,584
		5/25/2007	\$62,584
		6/8/2007	\$62,584
		6/22/2007	\$62,584
		7/6/2007	\$62,584
		7/20/2007	\$62,584
		8/3/2007	\$62,584
		8/17/2007	\$62,584
		8/31/2007	\$62,584
		9/14/2007	\$62,584
		9/28/2007	\$62,573
		10/12/2007	\$69,095
		10/26/2007	\$69,095
		11/9/2007	\$70,679
		11/23/2007	\$70,679
		12/7/2007	\$70,679
		12/21/2007	\$70,679
		1/4/2008	\$70,679
		<b>1/18/2008</b>	<b>\$67,047</b>
		<b>2/1/2008</b>	<b>\$67,047</b>

		2/15/2008	\$67,047
		2/29/2008	\$67,047
		3/14/2008	\$67,047
		3/28/2008	\$67,047
		4/11/2008	\$67,047
		4/25/2008	\$67,047
		5/9/2008	\$67,047
		5/23/2008	\$67,047
		6/6/2008	\$67,047
		6/20/2008	\$67,047
		7/3/2008	\$67,047
		7/18/2008	\$67,047
		8/1/2008	\$67,047
		8/15/2008	\$67,047
		8/29/2008	\$67,047
		9/12/2008	\$67,047
		9/26/2008	\$67,029
		<b>Total Billing</b>	<b>\$3,399,233</b>

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 \$3,266,716 is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through August 15, 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 August 15, 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  
NNM06AB31T**

**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>
4200172192	ESAX22006D	136905.01.02.08	62JP02	FC000000	62-136905	\$307,085
4200167917	ESAX22006D	992858.07.08.01	62PS01	FC000000	62-CNTRGA	\$250,000
4200178329	ESAX22005D	6251-782-06-10	62RS01	FC000000	6251-782-06	\$614.85
	ESAX22005D	62-973-15-01	62RS01	FC000000	62-973-15	\$440.71
	EXCX22005D	62-614-30-01	62RS01	FC000000	62-614	\$50.85
	EXCX22005D	62-376-10-10	62RS01	FC000000	62-376-10	\$90.57
	ESAX22005D	62-101-99-97	62RS01	FC000000	62-101	\$1,001.02
	EXCX22005D	None	62GACFORS	FC000000	62-CTRGA	\$250.00
	ESAX22005D	None	62GACFORS	FC000000	62-CTRGA	\$6,688.00
4200184674	EXCX22007D	292487.07.08	62PS01	FC000000	62	\$350,000
4200195758	ESAX22007D	292487.07.08	62PS01	FC000000	62	\$350,000
4200206436	ESAX22007D	292487.07.08	62PS01	FC000000	62	\$294,269
4200213197	ESAX22007D	136905.01.01.08	62JP01	FC000000	62	\$4660
4200213188	ESAX22007D	136905.01.02.08	62JP02	FC000000	62	\$76,799
4200217956	ESAX22007D	136905.08.05.01.08	62JP30	FC000000	62	\$55,610
4200221035	ESAX22007D	292487.07.08	62PS01	FC000000	62	\$156,000
4200227449	ESAX22008D	136905.01.01.08	62JP02	FC000000	62	\$109,220
4200228405	EXCX22007D	292487.07.08	62PS01	FC000000	62	\$303,937
<b>4200231004</b>	<b>ESAX22007D</b>	<b>292487.07.08</b>	<b>62PS01</b>	<b>FC000000</b>	<b>62</b>	<b>\$1,000,000</b>
<b>TOTAL</b>						<b>\$3,266,716</b>