

<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 Procurement Office 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 <a href="mailto:Artra.c.house@nasa.gov">Artra.c.house@nasa.gov</a> AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	CODE <b>PS32/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		( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNM06AB31T</b>	
			10B. DATED (SEE ITEM 13) <b>October 1, 2006</b>	
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.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Bilateral - FAR 43.103(a)(2); "Limitation of Funds" clause and mutual agreement of the parties</b>
<input type="checkbox"/>	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	\$3,409,967	\$3,266,716
THIS MODIFICATION	\$ 47,415	\$ 141,724
TOTAL	\$3,457,382	\$3,408,440

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 04/16/08	16B. UNITED STATES OF AMERICA BY <u>Ketela K. Helton</u> (Signature of Contracting Officer)	16C. DATE SIGNED 04/17/08

The purpose of this modification is to decrease the support the Contractor is required to provide under Section 3.5.1, of the Performance Work Statement (PWS); increase the support the contractor is required to provide under PWS Sections 3.2.4 and 3.5.2 as well as to implement the negotiated equitable contract adjustments associated with these changes, pursuant to the "Change" clause. These contract adjustments include an increase of \$47,415 (from \$3,409,967 to \$3,457,382) 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. This modification is also to increase the total funding allotted to this contract by \$141,724 (from \$3,266,716 to \$3,408,440) and to extend the funded through date to August 15, 2008. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add procurement request number 4200245767 and the accounting data associated with it. Accordingly, the contract is changed in the follow particulars:

- A. The contract value of this task order is hereby increased by \$47,415 (from \$3,409,967 to \$3,457,382).
- B. **Clause 7, Payment and Consideration**, is hereby revised to add a new payment amount associated with the increase 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 August 15, 2008 and increase the overall funding for this task order by \$141,724 (from \$3,266,716 to \$3,408,440).
- D. Attachment J-1, **Performance Work Statement**, is hereby changed to decrease the support under Section 3.5.1 and increase support under Section 3.2.4 and 3.5.2.
- 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	4 of 6 thru 5 of 6	4 of 6 thru 5 of 6
PWS	A-3 thru A-5	A-2 thru A-5
Attachment B	B-2	B-2

F. 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. 12 to Contract  
NNM06AB31T

Contractor  
Proposal Number

DFSI proposal dated March 28,  
2008

G. 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.  
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

		1/18/2008	\$67,047
		2/1/2008	\$67,047
		2/15/2008	\$67,047
		2/29/2008	\$67,717
		3/14/2008	\$67,717
		3/28/2008	\$67,717
		4/11/2008	\$67,717
		4/25/2008	\$67,717
		5/9/2008	<b>\$72,028</b>
		5/23/2008	<b>\$72,028</b>
		6/6/2008	<b>\$72,028</b>
		6/20/2008	<b>\$72,028</b>
		7/3/2008	<b>\$72,028</b>
		7/18/2008	<b>\$72,028</b>
		8/1/2008	<b>\$72,028</b>
		8/15/2008	<b>\$72,028</b>
		8/29/2008	<b>\$72,028</b>
		9/12/2008	<b>\$72,028</b>
		9/26/2008	<b>\$72,018</b>
		Total Billing	<b>\$3,457,382</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 **\$3,408,440** 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)

**Performance Work Statement  
for  
Task Order NNM06AB31T, Acquisition Support Services  
For PS01/Office of Procurement  
Basic Order NNM05AB31C  
NNM06AB31T  
Mod 12**

## **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 ACQUISITION SUPPORT**

The Contractor shall provide professional and technical services, in a supporting role, to the MSFC Office of Procurement in accordance with the basic order PWS and as supplemented by this Task Order specific PWS.

**3.1 Policy and Information Management Office/PS10.** This office requires the following support services:

**3.1.1** Clerical support for the Purchase Card Agency Program Coordinator, as well as providing administrative and customer assistance to the Procurement Small Business Office. This type position requires a high degree of clerical proficiency in data entry and general office duties. Reference basic order PWS paragraph 4.1.2.

**3.1.2** Clerical support for the Policy and Information Management personnel to assist in updating and editing contract mats, checklists, sample documents and MSFC-peculiar regulations. This type position requires a high degree of clerical proficiency in data entry and general office duties. Reference basic order PWS paragraph 4.1.2

**3.1.3** Support to assist in performing special projects and/or studies; update MSFC-peculiar regulations, analyze/interpret procurement regulations and supplements to ensure compliance; develop, write and edit materials for numerous types of documentation; and issue document control numbers. This type position requires a bachelor's degree in business or a related field or an equivalent combination of education and experience and 4-6 years experience

in a related field. This position requires a high degree of creativity and latitude. Reference basic order PWS paragraph 4.2.

**3.1.4** Support for mail room pick-up, delivery and distribution from the Central Mail Facility twice daily, Monday through Friday. There will also be off-site pick-up and/or delivery on an as required basis. This position requires 2-4 years experience and a high degree of latitude. Reference basic order PWS paragraph 4.1.3.

**3.1.5** Support is required to assist senior level procurement personnel in supporting implementation of the NASA Information Financial Management Program (IFMP). Will assist in advising on key issues, problems, opportunities, and challenges. Requires knowledge of FAR, NFS, and related MSFC policies and procedures. BS/BA degree in business or related equivalent education and experience combination and 2-4 years experience in procurement, policy analysis, contracting, or related areas. Reference basic order PWS paragraph 4.

**3.2** **Engineering Support Office/PS20**. This office requires the following support services:

**3.2.1.** RESERVED

**3.2.2** Support is required to assist in placing purchase orders and assisting in developing documentation for use in contract files and negotiations. This support involves handling orders involving items which have readily identified uses and applications, and may include referring to a catalog, manufacturer's manual or similar document to insure that the proper item is supplied or to verify price of ordered item. Must be familiar with the FAR and the NFS. This type support requires 2-4 years experience in the field or a related area. Reference basic order PWS paragraph 4.3.

**3.2.3** RESERVED.

**3.2.4** Support is required to assist in placing purchase orders and assisting in developing documentation for use in contract files and negotiations. This support involves handling orders that involve making judgments such as choosing which specific items will satisfy the customer(s)' needs, or determining price quotations when pricing involves more than referring to a price list. Must be familiar with the FAR and the NASA FAR Supplement NFS. This type support requires 1-2 years experience in the field or a related area.

**3.2.5** Support is required to aid in the preparation of contractual provisions and documentation, and, in a supporting role, the administration of contractual instruments. Responsible for preparing bids and assisting Contract Specialists and Contracting Officers in negotiations. Must be familiar with the FAR and the NFS. This type support requires a bachelor's degree and 2-4 years experience or an equivalent combination of education and experience in the field or in a related area.

**3.3** **Institutional Support Office/PS30.** This office requires the following support services:

**3.3.1** Support is required to assist in preparing contractual documentation and, in a supporting role, in administering contractual instruments. This support requires knowledge of the FAR, NFS, and related MSFC policies and procedures. Must be self-reliant and familiar with the standard concepts, practices, and procedures the acquisition field. In addition, this position will provide Program Management, as well as supervision and leadership to all personnel covered under this task. Requires a bachelor's degree and 8-10 years experience in the field or a related area. Reference basic order PWS paragraph 4.3 and 2.0.

**3.3.2** Support is required to assist in placing purchase orders and assisting in developing documentation for use in contract files and negotiations. This support involves handling orders involving items which have readily identified uses and applications, and may include referring to a catalog, manufacturer's manual or similar document to insure that the proper item is supplied or to verify price of ordered item. Must be familiar with the FAR and the NFS. This type support requires 2-4 years experience in the field or a related area. Reference basic order PWS paragraph 4.3.

**3.3.4** RESERVED.

**3.3.5** RESERVED.

**3.4** **Space Transportation Support Office/PS40.** This office requires the following support services:

**3.4.1** RESERVED.

**3.4.2** Support is required to assist in preparing contractual documentation and, in a supporting role, in administering contractual instruments. This support requires knowledge of the FAR, NFS, and related MSFC policies and procedures. Must be self-reliant and familiar with the standard concepts, practices, and procedures the acquisition field. Requires a bachelor's degree and at least 4 years experience in the field or a related area. Reference basic order PWS paragraph 4.3.

**3.4.3** Support is required to aid in the preparation of contractual provisions and documentation, and, in a supporting role, the administration of contractual instruments. Responsible for preparing bids and assisting Contract Specialists and Contracting Officers in negotiations. Must be familiar with the FAR and the NFS. This type support requires a bachelor's degree and 2-4 years experience or an equivalent combination of education and experience in the field or in a related area. Reference basic order PWS paragraph 4.3.

**3.4.4** RESERVED.

**3.4.5** Clerical support required to assist clerical staff and contract specialists. Typical task may include, but is not limited to, preparing correspondence, preparing presentations, graphics and spreadsheets, assembling contract files, preparing contract files for closeout, preparing correspondence, and other general administrative support. This position requires a high degree of clerical proficiency in data entry, and general office duties.

**3.5** **Science and Space Systems Support Office/PS50.** This office requires the following support services:

**3.5.1** RESERVED.

**3.5.2** Support is required to assist in preparing and placing contracts, grants, cooperative agreements and purchase orders and assisting in developing documentation for use in contract files and negotiations. This support involves reviewing requisitions and determining the appropriate method of procurement. Develops procurement plans by reviewing previous history, market conditions and specifications or technical data packages. Prepares and issues solicitation documents; performs detailed cost/price analysis, determines responsiveness and responsibility of the offeror. Drafts final contract including specifications, packing and shipping requirements, inspection, and all other special and standard clauses. Must be familiar with the FAR and the NFS. This type support requires 2-4 years experience in the field or a related area.

**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
4200231004	ESAX22007D	292487.07.08	62PS01	FC000000	62	\$1,000,000
<b>4200245767</b>	<b>ESAX22008D</b>	<b>136905.01.03.08</b>	<b>62JP02</b>	<b>FC000000</b>	<b>62</b>	<b>\$141,724</b>
<b>TOTAL</b>						<b>\$3,408,440</b>