

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 13	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 Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS32/MFE	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 PS32/MFE	
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. 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.**

<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: Bilateral – FAR 43.103(a)(2) and “Change” clause of GSA FSS LOGWORLD Contract GS-10F-0399R, The “Limitation of Funds” clause and mutual agreement of the parties
<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	\$3,457,382	\$3,408,440
THIS MODIFICATION	<u>\$1,441,223</u>	<u>\$ 104,678</u>
TOTAL	\$4,898,605	\$3,513,118

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Brown, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ketela K. Helton, Contracting Officer	
15B. CONTRACTOR/OFFEROR APPROVED BY: Steve Brown (Signature of person authorized to sign)	15C. DATE SIGNED 8/3/08	16B. UNITED STATES OF AMERICA BY <u>Ketela K. Helton</u> (Signature of Contracting Officer)	16C. DATE SIGNED 9/4/08

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. The contract adjustment includes an increase of \$1,441,223.00 (from \$3,457,382 to \$4,898,605.00) 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. This modification is also to increase the total funding allotted to this by \$104,678 (from \$3,408,440 to \$3,513,118) pursuant to the "Limitation of Funds" clause. Accordingly, the contract is changed in the follow particulars:

- A. The contract value of this task order is hereby increased by \$1,441,223 (from \$3,457,382.00 to \$4,898,605.00).
- B. Clause 3, **PERIOD OF PERFORMANCE**, is hereby revised to read, "October 1, 2006, through June 19, 2009."
- C. Clause 7, **CONSIDERTION 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 \$1,227.
- D. Clause 12, **1852.232-77, LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)**, is hereby revised to increase the overall funding for this task order by \$104,678 (from \$3,408,440 to \$3,513,118).
- E. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request numbers 4200268321 as well as the accounting and appropriation data associated with it.
- 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 and 5 of 6	4 of 6 and 5 of 6
Attachment B	B-2	B-2

G. 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. 13 to Contract
NNM06AB31T

Contractor
Proposal Number

DFSI proposal dated
July 7, 2008

H. 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 June 19, 2009

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

		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	\$72,028
		5/23/2008	\$72,028
		6/6/2008	\$72,028
		6/20/2008	\$72,028
		7/3/2008	\$72,028
		7/18/2008	\$72,028
		8/1/2008	\$72,028
		8/15/2008	\$72,028
		8/29/2008	\$72,028
		9/12/2008	\$72,028
		9/26/2008	\$72,018
		10/10/2008	\$75,790
		10/24/2008	\$75,790
		11/7/2008	\$75,790
		11/21/2008	\$75,790
		12/5/2008	\$75,790
		12/19/2008	\$75,790
		1/2/2009	\$75,790
		1/16/2009	\$75,790
		1/30/2009	\$75,790
		2/13/2009	\$75,790
		2/27/2009	\$75,790
		3/13/2009	\$75,790
		3/27/2009	\$75,790
		4/10/2009	\$75,790
		4/24/2009	\$75,790
		5/8/2009	\$75,790
		5/22/2009	\$75,790
		6/5/2009	\$75,790
		6/19/2009	\$75,776
		Total Billing	\$4,897,378

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 **\$3,513,118** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **September 26, 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 **September 26, 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

**Accounting and Appropriation Data
NNM06AB31T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
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
4200245767	ESAX22008D	136905.01.03.08	62JP02	FC000000	62	\$141,724
4200268321	ESAX22007D	136905.01.03.08	62JP02	FC000000	62	\$5339
	ESAX22008	136905.01.03.08	62JP02	FC000000	62	\$99,339
TOTAL						\$3,513,118