

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 12
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2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE Shown in Block 16c.	4. REQUISITION/PURCHASE REQ. NO. See attached replacement page B-2	5. PROJECT NO. (If applicable)
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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 A. Shaddock, PS32 256-544-6389 julie.a.shaddock@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566
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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. NNM06AB32T
		10B. DATED (SEE ITEM 13) October 1, 2006

CODE 138205	CAGE CODE 1L4P0
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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.
✓	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
	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	\$2,268,614	\$1,928,185
THIS MODIFICATION	<u>\$2,243,782</u>	<u>\$ 841,481</u>
TOTAL	\$4,512,396	\$2,769,666

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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 \$2,243,782 (from \$2,268,614 to \$4,512,396). 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 add paragraph e, which provides the negotiated estimate for travel of \$3,182 and instructions on how to invoice for travel expenses. Clause 12, Limitation of Funds, is hereby revised to extend the funding coverage date through September 26, 2007 and increase the overall funding for this task order by \$841,481 (from \$1,928,185 to \$2,769,666). Attachment B, Accounting and Appropriation Data, is hereby revised to add Procurement Request 4200216740 and 4200217923 as well as the accounting and appropriation data associated with them.

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	1 of 6 thru 6 of 6	1 of 6 thru 6 of 6
PWS	A-1 - A-4	A-1 - A-4
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.

<u>Contract Change Identification</u>	<u>Contractor Proposal Number</u>
Modification No. 9 to Contract NNM06AB32T	DFSI proposals dated July 26, 2007

C. All other terms and conditions remain the same.

**TASK ORDER NNM06AB32T
BUSINESS SUPPORT SERVICES
For
RS01/Office of the Chief Financial Officer
and
IS01/Office of the Chief Information Officer**

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.

NNM06AB32T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$89,281
		10/27/2006	\$89,281
		11/9/2006	\$89,281
		11/24/2006	\$89,281
		12/8/2006	\$89,281
		12/22/2006	\$89,281
		1/5/2007	\$89,281
		1/19/2007	\$89,281
		2/2/2007	\$89,281
		2/16/2007	\$89,281
		3/2/2007	\$89,281
		3/16/2007	\$87,984
		3/30/2007	\$87,984
		4/13/2007	\$87,984
		4/27/2007	\$87,984
		5/11/2007	\$87,984
		5/25/2007	\$94,405
		6/8/2007	\$94,405
		6/22/2007	\$82,225
		7/6/2007	\$82,225
		7/20/2007	\$82,225
		8/3/2007	\$82,225
		8/17/2007	\$82,225
		8/31/2007	\$82,225
		9/14/2007	\$82,225

		9/28/2007	\$82,218
		10/12/2007	\$86,177
		10/26/2007	\$86,177
		11/9/2007	\$86,177
		11/23/2007	\$86,177
		12/7/2007	\$86,177
		12/21/2007	\$86,177
		1/4/2008	\$86,177
		1/18/2008	\$86,177
		2/1/2008	\$86,177
		2/15/2008	\$86,177
		2/29/2008	\$86,177
		3/14/2008	\$86,177
		3/28/2008	\$86,177
		4/11/2008	\$86,177
		4/25/2008	\$86,177
		5/9/2008	\$86,177
		5/23/2008	\$86,177
		6/6/2008	\$86,177
		6/20/2008	\$86,177
		7/3/2008	\$86,177
		7/18/2008	\$86,177
		8/1/2008	\$86,177
		8/15/2008	\$86,177
		8/29/2008	\$86,177
		9/12/2008	\$86,177
		9/26/2008	\$86,175
		Total Billing	\$4,509,214

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 above. Of the total price for effort provided under this Task Order, **\$3,182** 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 \$1,928,185 is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through November 9, 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

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through November 9, 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 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)

ATTACHMENT 1
PERFORMANCE WORK STATEMENT (PWS)
BUSINESS SUPPORT SERVICES
NNM06AB32T
FOR
RS01/Office of the Chief Financial Officer
IS01/Office of the Chief Information Officer

**Performance Work Statement
for
Task Order NNM06AB32T, Business Support Services
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

3.3 Office of the Chief Financial Officer (CFO)/RS01

The areas in which support is required include, but are not limited to: 1) fiscal control; 2) general ledger, 3) cost analysis, 4) business systems and support, and 5) budget analysis. Resources are required to provide monthly cost accruals, review NASA Form 533 financial reports for accuracy and timeliness, provide account reconciliations, participate in annual Form 1501 reviews, support the general ledger, process financial system transactions, provide cost reports to NASA Headquarters, complete monthly and yearly closing processes, update and document financial systems, support on-line travel or other systems implementations, provide travel and other system training, coordinate programming changes and prepare, analyze and distribute financial reports.

3.3.1 RESERVED

3.3.2 General Ledger support is required to reconcile and review reimbursable activity (labor cost reconciliation), submit reports for reimbursable activity, labor costs and disbursements, budget clearing accounts, SGL abnormal balances, 9998 mispostings, and monthly trial balance. Provide review of trial balance after report month closing. In addition, support is also required to provide managing and maintaining organizational documentation, entry of data into automated systems, and performing funds control and budget analysis. This type position requires bachelor's degree and 2-4 years of experience in the field or in a related area.

3.3.3 Business Systems and Support requires support to maintain and control system data base and configuration; develop/configure/reconfigure processes for the Travel Manager system; develop system processes and training for MSFC. Support is also required for providing maintenance support and ensuring updates of CFO travel website, and developing daily operational processes/communications for MSFC. This support will also provide financial/budget analysis and integration as required. Tasks include preparation and analysis of budget and financial data; analysis and entry of financial data into automated systems; preparation of business resources and financial reports, and performing various business related services. This type position requires a bachelor's degree in an area of specialty and 4-6 years of experience or an equivalent combination of education and experience in the field or in a related area.

3.3.4 Business Systems and Support also requires assistance in monitoring program progress and effectiveness and reporting current status to management, assessing changes in program requirements, and determining potential impacts to budgeted resources. This support will also provide assistance to coordinate resource requirements with business and procurement management, and communicate significant changes to the Contracting Officer's Technical Representative (COTR) for the Acquisition and Business Support Services Contract. Support will also include coordinating contractor evaluations with the customer community and compiling inputs for COTR review, as well as preparing independent financial reports on contract status and presenting same to management. 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.

3.3.5 Budget Analysis support is required to assist in processing requests to add, delete or modify labor codes for submittal to SAP and to WebTADS; mapping Work Breakdown Structure (WBS) elements, daily budget distribution, budget tracking, and report generation. This type position requires a bachelor's degree and 4-6 years of experience in the field or in a related area.

3.3.6 RESERVED

3.3.7 Resource/accounting support is required to assist in: 1) verifying and processing invoice and voucher payments; 2) resolving discrepancies; 3) processing Cooperative Agreements, Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) contract payments; 4) processing monthly cost accruals; 5) reconciling monthly accounting entries to the General Ledger, and 6) supporting audits and special projects. Other tasks could include (but not be limited to) providing temporary assistance to other branches of the Accounting Office, such as Funds Control. This position requires a bachelor's degree and 1-2 years of experience, or an equivalent combination of education and experience in the field or in a related area.

3.3.8 Analyst support is required to assist in reviewing and analyzing operating plans, identifying funding issues, and resolving discrepancies as well as participating in executing and analyzing budget and financial reports. Support may also include (but not be limited to): 1)

recording and distributing funding authority (appropriation, apportionment, rescissions, supplements, and resource authority) to the Center organizations via automated accounting systems; 2) reviewing and processing Center-wide purchase requisitions; 3) providing support and assisting funds control with tracking expired and cancelled funding for MSFC; 4) requesting budget changes and notifying affected projects. This type position requires a bachelor's degree and 6-8 years experience, or an equivalent combination of education and experience in the field or a related area.

3.3.9 Resource/accounting support is required to assist in: 1) verifying and processing invoice and voucher payments; 2) resolving discrepancies; 3) processing Cooperative Agreements, Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) contract payments; 4) processing monthly cost accruals; 5) reconciling monthly accounting entries to the General Ledger, and 6) supporting audits and special projects. Other tasks could include (but not be limited to) providing temporary assistance to other branches of the Accounting Office, such as Funds Control. This type position requires experience with travel processing and federal regulations and policies, a bachelor's degree and 2-4 years of experience, or an equivalent combination of education and experience in the field or a related area.

3.4 Office of the Chief Information Officer (CIO)/IS01

3.4.1 Provide financial/budget analysis and integration as required. Tasks include preparation and analysis of budget and financial data; analysis and entry of financial data into automated systems; preparation of business resources and financial reports, and performing various business related services. This type position requires a bachelor's degree and 4-6 years of experience in the field or in a related area.

3.4.2 Digital Fusion will provide support to analyze the effectiveness and efficiency of operations and provide management with pertinent information to manage and control program resources and schedules within constraints. Support tasks will include (but not limited to) resources support to a governmental data center supporting both local and Agency workloads in a multi-contractor environment; provide independent status reports and assessments; track and analyze program budgets, funding, costs, schedule and contract status and predict anticipated progress at selected points in time (such as at fiscal year or major milestones). Digital Fusion support will have an understanding of government financial processes and experience with an integrated financial management system. Support will be proficient with MS Office applications with an advanced knowledge of Excel. This position requires a bachelor's degree and 6-8 years of experience in the field or in a related area.

3.4.3 Provide financial/budget analysis and integration as required. Tasks include preparation and analysis of budget and financial data; analysis and entry of financial data into automated systems; preparation of business resources and financial reports, and performing various business related services. 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 field. Reference basic order PWS paragraph 4.

**Accounting and Appropriation Data
NNM06AB32T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200172306	ESAX22006D	015265.07.04.08	62RS40	FC000000	62-015265	\$225,000
4200178344	EXCX2006D	983452.08.07	62IS01	FC000000	62-983452	\$50,000
4200179007	ESAX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$170,000
4200179677	ESAX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$250,000
4200179870	ESAX22006D	983452.08.07	62IS01	FC000000	62-983452	\$75,000
4200183637	ESAX22006D	869933.01.08.07	62IS01	FC000000	62-869933	\$150,000
4200187965	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$300,000
4200192256	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$150,000
4200192085	ESAX22007D	292487.06.08	62RS30	FC000000	62	\$400,000
4200195433	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$93,831
4200201203	EXCX22007D	217633.05.08.31	62IS50	FC000000	62	\$64,354
4200216740	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$491,481
	ESAX22007D	292487.06.08	64RS30	FC000000	62	\$296,818
4200217923	EXCX22007D	217633.05.08.31	62IS01	FC000000	62	\$30,000
	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$30,000
TOTAL						\$2,766,484

TRAVEL

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200216740	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$3,182
TOTAL						\$3,182