

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (if any) NNM05AB31C	3. ORDER NO. NNM06AB33T	4. REQUISITION/REFERENCE NO. See Attachment B
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5. ISSUING OFFICE (Address correspondence to:) Procurement Office/PS32/Anne Lewis George C. Marshall Space Flight Center Marshall Space Flight Center, AL 35812	6. SHIP TO: (Consignee and address, ZIP Code) See Schedule
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7. TO: CONTRACTOR (Name, Address and ZIP Code) Digital Fusion Solutions, Inc. 5030 Bradford Drive, Suite 210 Huntsville, AL 35805-1923	8. TYPE OF ORDER <input type="checkbox"/> A. PURCHASE - Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of: <input checked="" type="checkbox"/> B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above referenced contract.
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9. ACCOUNTING AND APPROPRIATION DATA See Attachment B	10. REQUISITIONING OFFICE VP02
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	

12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) N/A	16. DISCOUNT TERMS Net and 30
13. PLACE OF INSPECTION AND ACCEPTANCE: MSFC, AL			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Pursuant to Clause H.3, entitled, "Task Ordering Procedures," NNM05AB31C, This Task Order is issued to provide business services support to the Science and Mission Systems Business Office, as well as other MSFC organizations, programs, and projects as needed.</p> <p>REFER ALL MATTERS CONCERNING THIS ORDER TO: PS32/Anne Lewis/Telephone (256)544-5435/FAX (256) 544-9162 e-mail: frances.a.lewis@nasa.gov</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(H) TOT. (Cont pages)
	21. MAIL INVOICE TO: (Include ZIP Code) MSFC Accounting Operations Office, RS23 Marshall Space Flight Center, AL 35812		(Automated Invoice Payment Information: (256) 544-5566)	17 (I) GRAND TOTAL \$1,308,628

22. UNITED STATES OF AMERICA (Signature) 	23. NAME (Typed) David A. Iosco TITLE : CONTRACTING/ORDERING OFFICER
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TASK ORDER NNM06AB33T
BUSINESS SUPPORT SERVICES
For
VP02/Science and Mission Systems Business 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, 2007

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.

NNM06AB33T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-weekly	October 13, 2006	\$50,332
		October 27, 2006	\$50,332
		November 9, 2006	\$50,332
		November 24, 2006	\$50,332
		December 8, 2006	\$50,332
		December 22, 2006	\$50,332
		January 5, 2007	\$50,332
		January 19, 2007	\$50,332
		February 2, 2007	\$50,332
		February 16, 2007	\$50,332
		March 2, 2007	\$50,332
		March 16, 2007	\$50,332
		March 30, 2007	\$50,332
		April 13, 2007	\$50,332
		April 27, 2007	\$50,332
		May 11, 2007	\$50,332
		May 25, 2007	\$50,332
		June 8, 2007	\$50,332
		June 22, 2007	\$50,332
		July 6, 2007	\$50,332
		July 20, 2007	\$50,332
		August 3, 2007	\$50,332
		August 17, 2007	\$50,332
		August 31, 2007	\$50,332
		September 14, 2007	\$50,332
		September 28, 2007	\$50,328
		Total Billing	\$1,308,628

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 **\$467,348** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **February 1, 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 **February 1, 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 A
PERFORMANCE WORK STATEMENT (PWS)
BUSINESS SUPPORT SERVICES
NNM06AB33T
FOR
VP02/Science and Mission Systems Business Office
BASIC ORDER NNM05AB31C

**Performance Work Statement
for
Task Order NNM06AB33T, Business Support Services
For
VP02/Science and Mission Systems Business Management Office
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

3.1 Science and Mission Systems Business Office (VP02)

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 2-4 years of experience in the field or in a related area.

3.1.2 Support is also required to perform assessments of programs 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 project elements. Earned Value Management Techniques may be used to assess project elements and convey status to customers. Participation will be required in developing program budgets, long-range Program Operating Plans (POPs), phasing plans, and other resource planning. This type position requires a bachelor's degree and 4-6 years of experience in the field or in a related area.

3.1.3 Business Support is required for the RLEP-2 Project Office. This support will be responsible for assisting in initial start-up of the business office including the development of program budgets, Program Operating Plans (POPs), phasing plans, workforce planning, business communications to other Field Centers and other business tasks. Will perform assessments of the project 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 project elements at various levels. Requires expert knowledge of NASA/MSFC business tools and concepts, practices, procedures, and extensive experience and judgment to plan and

accomplish goals. This position requires a bachelor's degree and 4-6 years experience in the field or in a related area.

3.1.4 Provide business support as required to the Science and Exploration Research Office, Space Optics. Tasks include performing assessments of programs and identifying critical areas of concern for the purpose of defining potential technical and financial problems. Cost analysis and performance assessment will be required on multiple project elements. Earned Value Management Techniques may be used to assess project elements and convey status to customers. Participation will be required in developing program budgets, long-range Program Operating Plans (POPs), phasing plans, and other resource planning. This type position requires a bachelor's degree and 6-8 years of experience in the field or in a related area.

3.1.5 Business services support is also required to support managing and maintaining project documentation 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.

ATTACHMENT B
ACCOUNTING AND APPROPRIATION DATA
NNM06AB33T

**Accounting and Appropriation Data
NNM06AB33T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200170874	ESAX22006D	850673.04.08.01	62VP62	FC000000	62-850673	\$8,515
	ESAX22006D	791926.02.01.01.03	62VP62	FC000000	62-791926	\$5,060
	ESAX22006D	791926.02.03.01.09	62VP62	FC000000	62-791926	\$4,397
	ESAX22006D	825080.05.06.01	62VP35	FC000000	62-825080	\$62,770
	ESAX22006D	511432.01.03	62VP52	FC000000	62-511432	\$80,000
	ESAX22006D	281945.02.03.01.02	62VP61	FC000000	62-281945	\$64,030
	ESAX22006D	278083.01.01.03	62VP40	FC000000	62-278083	\$22,000
	ESAX22005D	62-432-03-07	62VP62	FC000000	62-432-03	\$40.00
	ESAX22005D	62-370-16-10	62VP62	FC000000	62-370-16	\$347
	ESAX22005D	62-370-16-29	62VP62	FC000000	62-370-16	\$219
	ESAX22005D	6251-399-22-15	62VP62	FC000000	6251-399-22	\$218
	ESAX22006D	415113.01.01	62VP62	FC000000	62-415113	\$10,000
	ESAX22006D	791926.02.03.01.10	62VP62	FC000000	62-791926	\$14,019
	ESAX22006D	378710.05.02	62VP62	FC000000	62-378710	\$7,185
	EXCX22005D	62-614-20-01	62VP33	FC000000	62-614	\$124,795
4200171850	EXCX22005D	62-612-50-01	62VP33	FC000000	62-612	\$63,753
TOTAL						\$467,348