

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
 2. AMENDMENT/MODIFICATION NO. **09**
 3. EFFECTIVE DATE
 4. REQUISITION/PURCHASE REQ. NO. **See attached replacement page B-2**
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS32/MFE**
 Procurement Office
 George C. Marshall Space Flight Center
 National Aeronautics and Space Administration
 Marshall Space Flight Center, AL 35812
 7. ADMINISTERED BY (If other than Item 6) CODE **MFE**
 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. **NNM06AB34T**
 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) and “Change” 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	\$2,329,920	\$2,173,809
THIS MODIFICATION	\$1,061,985	\$ 444,000
TOTAL	\$3,391,905	\$2,617,809

15A. NAME AND TITLE OF SIGNER (Type or print) **Steve Brown, Program Manager**
 15B. CONTRACTOR/OFFEROR *Steve Brown*
 (Signature of person authorized to sign)
 15C. DATE SIGNED **8/12/08**
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **David A. Iosco, Contracting Officer**
 16B. UNITED STATES OF AMERICA BY *David A. Iosco*
 (Signature of Contracting Officer)
 16C. DATE SIGNED **8/18/08**

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 \$1,061,985.00 (from \$2,329,920 to \$3,391,905.00) 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 \$444,000.00 (from \$2,173,809.00 to \$2,617,809.00) 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 \$1,061,985 (from \$2,329,920.00 to \$3,391,905.00).
- 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. Travel amount increased by \$75,000 (from \$135,000 to \$210,000).
- 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 \$444,000 (from \$2,173,809.00 to \$2,617,809.00).
- E. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request number 4200261682 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	3 of 6 thru 5 of 6	3 of 6 thru 5 of 6
Accounting & Appropriation Data	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.

<u>Contract Change Identification</u>	<u>Contractor Proposal Number</u>
Modification No. 9 to Contract NNM06AB34T	DFSI proposal dated July 7, 2008

H. All other terms and conditions remain the same.

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.
- d. Travel is cost reimbursable and will be invoiced separately from the labor shown in the payment schedule below. Of the total price for effort provided under this Task Order, \$210,000.00 is included for travel.

NNM06AB34T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$45,130
		10/27/2006	\$45,130
		11/9/2006	\$45,130
		11/24/2006	\$45,130
		12/8/2006	\$45,130
		12/22/2006	\$45,130
		1/5/2007	\$45,130
		1/19/2007	\$45,130
		2/2/2007	\$45,130
		2/16/2007	\$45,130
		3/2/2007	\$37,326
		3/16/2007	\$37,326
		3/30/2007	\$37,326
		4/13/2007	\$37,326
		4/27/2007	\$37,326
		5/11/2007	\$37,326
		5/25/2007	\$37,326
		6/8/2007	\$37,326
		6/22/2007	\$37,326

	7/6/2007	\$28,753
	7/20/2007	\$28,753
	8/3/2007	\$28,753
	8/17/2007	\$28,753
	8/31/2007	\$28,753
	9/14/2007	\$28,753
	9/28/2007	\$28,751
	10/12/2007	\$39,894
	10/26/2007	\$39,894
	11/9/2007	\$39,894
	11/23/2007	\$39,894
	12/7/2007	\$39,894
	12/21/2007	\$39,894
	1/4/2008	\$39,894
	1/18/2008	\$39,894
	2/1/2008	\$39,894
	2/15/2008	\$39,894
	2/29/2008	\$39,894
	3/14/2008	\$39,894
	3/28/2008	\$47,173
	4/11/2008	\$47,173
	4/25/2008	\$47,173
	5/9/2008	\$47,173
	5/23/2008	\$47,173
	6/6/2008	\$47,173
	6/20/2008	\$47,173
	7/3/2008	\$56,783
	7/18/2008	\$56,783
	8/1/2008	\$56,783
	8/15/2008	\$56,783
	8/29/2008	\$56,783
	9/12/2008	\$56,783
	9/26/2008	\$56,780
	10/10/2008	\$51,947
	10/24/2008	\$51,947
	11/7/2008	\$51,947
	11/21/2008	\$51,947
	12/5/2008	\$51,947
	12/19/2008	\$51,947
	1/2/2009	\$51,947
	1/16/2009	\$51,947
	1/30/2009	\$51,947
	2/13/2009	\$51,947
	2/27/2009	\$51,947
	3/13/2009	\$51,947

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		3/27/2009	\$51,947
		4/10/2009	\$51,947
		4/24/2009	\$51,947
		5/8/2009	\$51,947
		5/22/2009	\$51,947
		6/5/2009	\$51,947
		6/19/2009	\$51,939
		Total Billing	\$3,181,905

e. Contractor invoices shall be submitted in triplicate in accordance with Clause G.2, Consideration and Payment, of the basic order.

f. 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 **\$210,000** 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 total sum of \$2,617,809 is presently available for payment and allotted to this Task Order.

(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 December 19, 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.

**Accounting and Appropriation Data
Task Order NNM06AB34T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200174518	EXCX22006D	411011.01.01.01.02	62MP02	FC000000	62-411011	\$243,721
	EXCX22006D	522094.08.01.01.03.02	62MP21	FC000000	62-522094	\$110,000
4200186839	EXCX22007D	411011.01.01.01.02	62MP02	FC000000	62	\$391,128
4200213750	EXCX22007D	411011.01.01.01.02	62MP02	FC000000	62	185,370
4200202854	EXCX22006D	411011.01.01.01.02	62MP2	FC000000	62-411011	\$258,654
4200226862	EXCX22007D	411011.01.01.01.01	62MP02	FC000000	62	\$849,630
4200231656	EXCX22008D	41011.01.01.01.02	62MP02	FC000000	62	\$75,306
4200261682	EXCX22008D	271467.01.03.02	62MP21	FC000000	62	\$444,000
TRAVEL						
4200174518	EXCX22006D	522094.08.01.01.03.02	62MP21	FC000000	62-522094	\$15,000
4200195435	EXCX22006D	411011.01.01.01.02	62MP02	FC000000	62-411011	\$15,000
4200202854	EXCX22006	411011.01.01.01.02	62MP02	FC000000	62-411011	\$30,000
TOTAL						\$2,617,809