

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 06	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 Procurement Office 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	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		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AB45T	
			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).
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral – FAR 43.103(a)(2), “Change” clause of GSA FSS LOGWORLD Contract GS-10F-0399R and The “Limitation of Funds” Clause
	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.)

	CONTRACT VALUE	FUNDING OBLIGATED
PREVIOUS AMOUNT	\$470,757.00	\$468,696.00
THIS MODIFICATION	\$354,534.00	\$202,301.00
NEW AMOUNT	\$825,291.00	\$670,997.00

15A. NAME AND TITLE OF SIGNER (Type or print) Steve Brown, Program Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anna Stovall, Contracting Officer	
15B. CONTRACTOR/OFFEROR APPROVED BY: Steve Brown (Signature of person authorized to sign)	15C. DATE SIGNED 8/7/08	16B. UNITED STATES OF AMERICA BY <u>Anna Stovall</u> (Signature of Contracting Officer)	16C. DATE SIGNED 8/12/2008

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. It is also to eliminate the support the Contractor is required to provide under Section 3.1.4 of the Performance Work Statement (PWS) and increase the support the Contractor is required to provide under Section 3.1.3 of the PWS pursuant to the "Change" clause. The contract adjustment includes an increase of \$354,534.00 (from \$470,757.00 to \$825,291.00) 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 by \$202,301.00 (from \$468,696.00 to \$670,997.00) pursuant to the "Limitation of Funds" clause. For clarification purposes, the current version of the Performance Work Statement (PWS) is attached to this modification for reference. Accordingly, the contract is changed in the follow particulars:

- A. The contract value of this task order is hereby increased by \$354,534 (from \$470,757.00 to \$825,291.00).
- B. Clause 3, **PERIOD OF PERFORMANCE**, is hereby revised to read, "October 1, 2007, 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.
- 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 \$202,301.00 (from \$468,696.00 to \$670,997.00).
- E. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request number 4200259646 as well as the accounting and appropriation data associated with it.
- F. Attachment J-1, **Performance Work Statement**, is hereby changed to eliminate support under PWS 3.1.4 and increase the support under PWS 3.1.3.

- G. 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
PWS	A-2 and A-3	A-2 and A-3
Accounting & Appropriation Data	B-2	B-2

H. 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. 6 to Contract NNM07AB45T	DFSI proposal dated July 7, 2008

- I. 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.

NNM07AB45T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/12/2007	\$18,525
		10/26/2007	\$18,525
		11/9/2007	\$15,226
		11/23/2007	\$15,226
		12/7/2007	\$15,226
		12/21/2007	\$15,226
		1/4/2008	\$15,226
		1/18/2008	\$17,247
		2/1/2008	\$17,247
		2/15/2008	\$17,247
		2/29/2008	\$17,247
		3/14/2008	\$17,247
		3/28/2008	\$17,247
		4/11/2008	\$19,546
		4/25/2008	\$19,546
		5/9/2008	\$19,546
		5/23/2008	\$19,546
		6/6/2008	\$19,546
		6/20/2008	\$19,546
		7/3/2008	\$19,546
		7/18/2008	\$19,546
		8/1/2008	\$21,096
		8/15/2008	\$21,096
		8/29/2008	\$21,096
		9/12/2008	\$21,096
		9/26/2008	\$21,093
		10/10/2008	\$18,252
		10/24/2008	\$18,252
		11/7/2008	\$18,252
		11/21/2008	\$18,252
		12/5/2008	\$18,252
		12/19/2008	\$18,252
		1/2/2009	\$18,252

		1/16/2009	\$18,252
		1/30/2009	\$18,252
		2/13/2009	\$18,252
		2/27/2009	\$18,252
		3/13/2009	\$18,252
		3/27/2009	\$18,252
		4/10/2009	\$18,252
		4/24/2009	\$18,252
		5/8/2009	\$18,252
		5/22/2009	\$18,252
		6/5/2009	\$18,252
		6/19/2009	\$18,248
		Total Billing	\$825,291

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 \$670,997 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.

© (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through February 13, 2009.

(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.

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**Performance Work Statement
for
Task Order NNM07AB45T, 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

3.1 ED03/Engineering Policies and Programs Office

3.1.1 Reserved.

3.1.2 Support to the MSFC Engineering Programs & Systems Office Resources Team is required to perform assessments of budgets on assigned programs/projects, maintain budgets, 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. Will be responsible for developing, executing, and monitoring budgets, long-range operating plans, phasing plans, and other resource planning activities. Proficiency with MS Office applications with an advanced knowledge of Excel is required. An understanding of government financial processes and experience with an integrated financial management system are preferred. The position requires a bachelor's degree and minimum of 4-6 years of experience in the budget analysis field or in a related area.

3.1.3 Provide management with pertinent budgetary information to manage and control program resources and schedules within constraints. Tasks include (but not limited to) supporting overall budget functions, including all NASA Office of Chief Engineer budget matters at Marshall Space Flight Center, assessing difference/changes in budget contents and recommending possible courses of action; perform independent cost/schedule analyses on multiple project budgets; 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). Supervise work of one or more budget analysis assistant. The position requires an understanding of government financial processes and experience with an integrated Marshall Space Flight Center financial management system. Proficiency with MicroSoft Office applications with an advanced knowledge of Excel is required. This position requires a degree and at least twenty years of experience in the NASA budget analysis field and related areas

3.1.4 RESERVED

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**Accounting and Appropriation Data
NNM07AB45T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200214488	ESAX22007D	685676.01.08.04	62ED03	FC000000	62	\$35,261
4200213641	ESAX22007D	931164.08.04.01.01	62ED03	FC000000	62	\$44,727
4200214490	EXCX22007D	981155.01.08.01	62ED03	FC000000	62	\$33,525
4200222090	ESAX22007D	685676.01.08.04	62ED03	FC000000	62	\$23,369
4200233956	ESAX2208D	685676.01.08.04	62ED03	FC000000	62	\$107,340
4200236253	ESAX2208D	526282.01.08.13	62ED03	FC000000	62	\$154,958
4200254386	EXCS22008D	981155.01.08.01	62ED03	FC000000	62	\$69,516
4200259646	ESAX22008D	526282.01.08.13	62ED03	FC000000	62	\$32,900
	ESAX22008D	128636.01.08	62ED03	FC000000	62	\$124,042
	ESAX22008D	981155.01.08.01	62ED03	FC000000	62	\$45,359
TOTAL						\$670,997.00