OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.: **19**

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

Office of Procurement
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 PS32/MFE

MSFC Admin: Artra C. House, PS32
256-544-3507
Artra.c.house@nasa.gov

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

CODE 138205 | CAGE CODE 1L4P0

(✓)

9A. AMENDMENT OF SOLICITATION NO.:

9B. DATED *(SEE ITEM 11)*:

10A. MODIFICATION OF CONTRACT/ORDER NO.: **NNM06AB27T**

10B. DATED *(SEE ITEM 13)*: October 1, 2006

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: FAR 43.103(b) and "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 _____ 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	$3,812,320	$2,986,365
THIS MODIFICATION	0	50,000
TOTAL	$3,812,320	$3,036,365

15A. NAME AND TITLE OF SIGNER *(Type or print)*:

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED:

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: **Artra C. House, Contracting Officer**

16B. UNITED STATES OF AMERICA

BY Artra C. House

(Signature of Contracting Officer)

16C. DATE SIGNED: 11/24/08

The purpose of this modification is to increase the total funding allotted to this contract by $50,000 (from $2,986,365 to $3,036,365) and increase the funded through date to December 26, 2008. In addition, it is to revise the table set forth in table B, Accounting and Appropriation Data, to add purchase request number 4200275088 and the data associated with it. Accordingly, the contract is changed in the following particulars:

A. Clause 12, **1852.232-77, LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)**, is hereby revised to extend the funding coverage date through December 26, 2008 and increase the overall funding for this task order by $50,000 (from $2,986,365 to $3,036,365).

B. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request numbers 4200275088 as well as the accounting and appropriation data associated with it.

C. 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).

Section	Pages Added	Pages Deleted
Clause	Page 5 of 6	Page 5 of 6
Attachment B	B-3	B-3

D. All other terms and conditions remain the same**.**

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 **$3,036,365** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **December 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 **December 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 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)

Accounting and Appropriation Data
NNM06AB27T

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200169638	EXCX22006D	992858.04.08.01	62CS01	FC000000	62-CNTRGA	$16,903
4200171863	EXCX22006D	843515.01.15.08	62ED04	FC000000	62-843515	$53,608
4200176883	ESAX22006D	981155.01.08.01	62ED03	FC000000	62-981155	$27,067
	EXCX22006D	981155.01.08.01	62ED03	FC000000	62-981155	$52,933
4200178237	EXCX22006D	931164.08.04	62EI02	FC000000	62-931164	$12,554
4200179130	EXCX22006D	790249.08.01	62QD03	FC000000	62-CNTRGA	$25,000
	ESAX22006D	790249.08.01	62QD03	FC000000	62-CNTRGA	$25,000
4200178189	ESAX22006D	931164.08.04	62ER02	FC000000	62-931164	$25,000
4200180124	EXCX22006D	992858.04.08.01	62CS01	FC000000	62-CNTRGA	$60,000
	EXCX22006D	992858.04.08.02	62CS30	FC000000	62-CNTRGA	$34,340
4200181697	ESAX22006D	790249.08.01	62QD03	FC000000	62-CNTRGA	$30,000
4200182521	ESAX22007D	763115.08.04.01.01	62ET01	FC000000	62-763115	$97,081
4200184410	ESAX22007	763115.08.04.01.05	63EI02	FC000000	62	$31,369
4200186539	ESAX22007	763115.08.04.01.03	63ER02	FC000000	62	$40,000
4200187678	ESAX22007	931164.08.04.01.03	62ED02	FC000000	62	$107,186
4200190209	EXCX22007D	520871.08.01.01.02	62ED03	FC000000	62	$30,400
4200190226	ESAX22007D	763115.08.04.01.01	62ET01	FC000000	62	$44,807
4200190868	EXCX22007D	667560.08.10.01	62QD30	FC000000	62	$37,106
4200191488	EXAX22007D	931164.08.04	62ER02	FC000000	62-931164	$71,920
4200195178	EXCX22007D	981155.01.08.01	62ED03	FC000000	62	$9,689
4200198583	ESAX22006D	98115.01.08.01	62-981155	FC000000	62-981155	$45,263
4200195757	ESAX22007D	698671.04.08	62	FC000000	62CS50	$109,757
4200199280	EXCX22007D	522632.08.01.01	62	FC000000	62EM01	$10,000
	EXCX22007D	524238.08.01.01.03	62	FC000000	62EM01	$10,000
	EXCX22007D	522094.08.01.01.03.01	62	FC000000	62EM01	$10,000
	EXCX22007D	520871.08.01.01.02	62	FC000000	62EM01	$10,000
	EXCX22007D	981155.01.08.01	62	FC000000	62ED03	$15,960
4200200411	ESAX22007D	763115.08.04.01.01	62	FC000000	62ET01	$52,274
4200200750	EXCX22007D	667560.08.01.01	62QD20	FC000000	62	$43,688
4200200780	ESAX22007D	763115.08.04.01.03	62EI02	FC000000	62	$45,000
4200211477	ESAX22007D	325288.01.08	62QD03	FC000000	62	$58,097
4200211706	ESAX22006D	685676.01.08.04	62ED03	FC000000	62-685676	$5,963
4200209646	EXCX22007D	931164.08.04.01.01	62ED03	FC000000	62	$33,249
4200214187	EXCX22007D	763115.08.04.01.01	62ET01	FC000000	62	$70,259
4200215056	ESAX22007D	931164.08.04.01.03	62ED02	FC000000	62	$29,048
4200218785	ESAX22007D	292487.09.08.01	62AS01	FC000000	62	$50,000
4200214610	ESAX22007D	292487.08.08.01	62CS01	FC000000	62	$52,646
4200227898	ESAX22007D	698671.04.08	62CS50	FC000000	62	$178,000
4200229624	EXCX22007D	691633.01.08.05	62ES01	FC000000	62	$60,000
4200230269	ESAX22007D	292487.09.08.01	62AS01	FC000000	62	$50,000
4200233747	ESAX22008D	325288.01.08	62QD10	FC000000	62	$56,000
4200236397	ESAX22008D	292487.08.08.06	62CS01	FC000000	62	$82,074
4200236483	ESAX22008D	526282.01.08.13	62ET02	FC000000	62	$127,726
4200236860	ESAX22008D	526282.01.08.13	62ED02	FC000000	62	$134,974

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200236883	ESAX22008D	526282.01.08.13	62ER02	FC000000	62	$68,000
4200237513	ESAX22008D	292487.08.08.07	62CS30	FC000000	62	$93,369
4200239073	ESAX22008D	526282.01.08.13	62ES02	FC000000	62	$75,000
4200245932	ESAX22008D	526282.01.08.13	62ET02	FC00000	62	$18,512
4200244361	ESAX22008D	526282.01.08.13	62ET02	FC00000	62	$39,148
4200251918	ESAX22008D	526282.01.08.13	62ES02	FC000000	62	$70,000
4200252208	ESAX22008D	325288.01.08	62QD10	FC000000	62	$90,571
4200252690	ESAX22008D	526282.01.08.13	62ED02	FC000000	62	$40,000
4200252993	ESAX22008D	526282.01.08.13	62ES02	FC000000	62	$8,051
4200253090	ESAX22008D	526282.01.08.13	62ER02	FC000000	62	$38,000
4200253814	ESAX22008D	526282.01.08.13	62ET02	FC000000	62	$84,614
4200259029	ESAX22008D	292487.09.08.01	62AS01	FC00000	62	$41,000
4200268063	ESAX22008D	299147.01.08.01	62AS50	FC00000	62	$56,559
4200268494	ESAX22008D	292487.08.08.07	62CS30	FC00000	62	$3,000
	ESAX22008D	292487.08.08.06	62CS01	FC00000	62	$12,000
4200273055	CASX22009D	736466.11.01.08.37	62ER02	FC00000	62	$75,000
4200275088	**CASX2009D**	**736466.01.08.08.04**	**62CS01**	**FC00000**	**62**	**$50,000**
TRAVEL						
4200268494	ESAX22008D	292487.08.08.06	62CS01	FC00000	62	$1,600
TOTAL						**$3,036,365**