

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>03</b>		3. EFFECTIVE DATE <b>MAR 23 2007</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See attached replacement sheet B-2</b>	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 <b>PS32/MFC</b>	7. ADMINISTERED BY (if other than Item 6) MSFC Admin: Julie Shaddock, PS32 256-544-6389 julie.a.shaddock@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	CODE <b>MFC</b>
---	-------------------------	---	--------------------

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. <b>NNM06AB29T</b>
		10B. DATED (SEE ITEM 13) <b>October 1, 2006</b>

CODE <b>138205</b>	CAGE CODE <b>1L4P0</b>
--------------------	------------------------

**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)  
**N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) <b>The "Limitation of Funds" Clause</b>

**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	\$982,860	\$532,059
THIS MODIFICATION	<u>0</u>	<u>\$334,000</u>
TOTAL	\$982,860	\$866,059

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marty B. Hanson, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED <b>3/23/07</b>
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

A. The purpose of this modification is to increase the total funding allotted to this contract by \$334,000 (from \$532,059 to \$866,059) and to extend the funded through date to July 6, 2007, pursuant to the "Limitation of Funds" clause and the contactor's email message dated March 23, 2007. Therefore, the contact is changed in the following particulars:

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>
	4	4
	B-2	B-2

C. All other terms and conditions remain the same.

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 **\$866,059** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **July 6, 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 **July 6, 2006**.

**Accounting and Appropriation Data  
NNM06AB29T**

**LABOR**

<b>PR NUMBER</b>	<b>Fund</b>	<b>WBS</b>	<b>Cost Center</b>	<b>Internal Order</b>	<b>Fund Center</b>	<b>Amount</b>
4200152307	EXCX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$123,059
4200178427	ESAX22006D	397395.02.08	62IS01	FC000000	62-397395	\$75,000
4200182838	ESAX22007D	855690.01.08.01	62IS60	FC000000	62	\$93,000
	ESAX22006D	015265.01.08.01	62-015265	FC000000	62-015265	\$241,000
<b>4200192555</b>	<b>ESAX22006D</b>	<b>543522.01.08.01</b>	<b>62IS60</b>	<b>FC000000</b>	<b>62-543522</b>	<b>\$100,000</b>
	<b>ESAX22006D</b>	<b>931688.01.08.01</b>	<b>62IS60</b>	<b>FC000000</b>	<b>62-931688</b>	<b>\$150,000</b>
	<b>ESAX22007D</b>	<b>397395.02.08</b>	<b>62IS60</b>	<b>FC000000</b>	<b>62</b>	<b>\$84,000</b>
<b>TOTAL</b>						<b>\$866,059</b>