OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
8	**SHOWN IN BLOCK 16C**	**4200247257**	

6. ISSUED BY CODE PS32/MFE

Office of Procurment
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.
NNM06AB30T

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)*
PR #4200247257 PLI #1 $550,387

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: "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.)*

	CONTRACT VALUE	FUNDING OBLIGATED
PREVIOUS AMOUNT	$2,716,737	$2,166,350
THIS MODIFICATION	$ 0	$ 550,387
NEW AMOUNT	$2,716,737	$2,716,737

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Artra C. House, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Artra C. House *(Signature of Contracting Officer)*	4/23/08

The purpose of this modification is to increase the total funding allotted by $550,387 (from $2,166,350 to $2,716,737). The funded through date is September 30, 2008. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add PR 4200247257 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 increase the funding allotted for this task order by $550,387 (from $2,166,350 to $2,716,737).

B. **Attachment B, Accounting and Appropriation Data**, is hereby revised to add Procurement Request number 4200247257 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-2	B-2

D. All other terms and conditions remain unchanged and in full force and effect.

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 **$2,716,737** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **September 30, 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 **September 30, 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.

Accounting and Appropriation Data

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200171820	ESAX22006D	136905.01.02.08	62JP02	FC000000	62-136905	$1,067,884
4200213232	ESAX22007D	136905.01.02.08	62JP02	FC000000	62	$318,186
4200234081	ESAX22008D	136905.02.08.08.01	62JP02	FC00000	62	$466,476
4200237951	ESAX22008D	136905.10.10.10.10	62JP60	FC00000	62	$87,304
	ESAX22008D	136905.10.10.80.50	62JP60	FC00000	62	
4200243689	ESAX2008D	136905.01.01.08.10	62JP02	FC00000	62	$200,000
4200244125	ESAX22008D	136905.08.05.01.08	62JP30	FC00000	62	$6,500
4200247257	**ESAX22008D**	**136905.02.08.08.01**	**62JP10**	**FC00000**	**62**	**$53,690**
	ESAX22008D	**136905.08.01.01**	**62JP20**	**FC00000**	**62**	**$65,674**
	ESAX22008D	**136905.08.05.01.08**	**62JP30**	**FC00000**	**62**	**$246,976**
	ESAX22008D	**136905.08.04.01.08.01**	**62JP50**	**FC00000**	**62**	**$115,372**
	ESAX22008D	**136905.10.10.10.10**	**62JP60**	**FC00000**	**62**	**$68,675**
TRAVEL						
4200213232	ESAX22007D	136905.01.02.08	62JP02	FC000000	62	$20,000
TOTAL						**$2,716,737**