

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See attached replacement page B-2
6. ISSUED BY 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) MSFC Admin: Artra C. House, PS32 256-544-3507 Artra.c.house@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		5. PROJECT NO. (If applicable) 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.
CODE 138205 CAGE CODE 1L4P0				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM06AB32T
				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) AND AS MUTUALLY AGREED BY THE PARTIES.
	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
✓	OTHER (Specify type of modification and authority) "The Limitation of Funds" Clause

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	\$4,512,396	\$2,779,666
THIS MODIFICATION	\$ <u>0</u>	\$ <u>374,307</u>
TOTAL	\$4,512,396	\$3,153,973

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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to increase the total funding allotted to this contract by \$374,307 (from \$2,779,666 to \$3,153,973) and to extend the funded through date to February 1, 2008, pursuant to the "Limitation of Funds" clause and the contactor's email message dated December 20, 2007. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add one procurement requests to the accounting data. The organization the Contractor will support is IS01 and will provide incrementally funding by PR numbers 4200228109, 4200230258, 4200226883, 4200228889 and 4200231002.

A. 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>
Attachment B	B-2	B-2

B. All other terms and conditions remain the same.

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 \$374,307.00 is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through February 1, 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

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

**Accounting and Appropriation Data
NNM06AB32T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200172306	ESAX22006D	015265.07.04.08	62RS40	FC000000	62-015265	\$225,000
4200178344	EXCX2006D	983452.08.07	62IS01	FC000000	62-983452	\$50,000
4200179007	ESAX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$170,000
4200179677	ESAX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$250,000
4200179870	ESAX22006D	983452.08.07	62IS01	FC000000	62-983452	\$75,000
4200183637	ESAX22006D	869933.01.08.07	62IS01	FC000000	62-869933	\$150,000
4200187965	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$300,000
4200192256	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$150,000
4200192085	ESAX22007D	292487.06.08	62RS30	FC000000	62	\$400,000
4200195433	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$93,831
4200201203	EXCX22007D	217633.05.08.31	62IS50	FC000000	62	\$64,354
4200216740	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$491,481
	ESAX22007D	292487.06.08	64RS30	FC000000	62	\$300,000
4200217923	EXCX22007D	217633.05.08.31	62IS01	FC000000	62	\$30,000
	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$30,000
4200228109	ESAX2208D	869933.01.08.23	62IS01	FC000000	62	\$125,000
4200230258	ESAX22008D	869933.01.08.23	62IS01	FC000000	62	\$10,000
4200226883	ESAX2207D	329231.01.02.01.08	62IS50	FC000000	62	\$75,000
4200228889	EXCX2007D	217633.05.08.31	62IS01	FC000000	62	\$30,000
4200231002	EXCX22007D	467832.01.08	62HS10	FC000000	62	134,307
TRAVEL						
4200216740	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$3,182
TOTAL						\$3,153,973

		August 31, 2007	\$87,984
		September 14, 2007	\$87,984
		September 28, 2007	\$87,984
		Total Billing	\$2,301,698

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 **\$1,863,831** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **June 22, 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

**Accounting and Appropriation Data
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4200179677	ESAX22006D	992858.06.08.01	62RS30	FC000000	62-CNTRGA	\$250,000
4200179870	ESAX22006D	983452.08.07	62IS01	FC000000	62-983452	\$75,000
4200183637	ESAX22006D	869933.01.08.07	62IS01	FC000000	62-869933	\$150,000
4200187965	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$300,000
4200192256	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$150,000
4200192085	ESAX22007D	292487.06.08	62RS30	FC000000	62	\$400,000
4200195433	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$93,831
TOTAL						\$1,863,831