

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. <b>18</b>	3. EFFECTIVE DATE <b>Shown in Block 16c.</b>	4. REQUISITION/PURCHASE REQ. NO. <b>See attached replacement page B-2</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY Office of Procurement 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 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	CODE MFE
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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>NNM06AB32T</b>
		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.
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>BILATERAL – FAR 43.103(A)(2); “Changes” clause of GSA FSS LOGWORLD Contract GS-10F-0399R; “Limitation of Funds” clause and mutual agreement of parties</b>
	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.)

	TOTAL CONTRACT VALUE	TOTAL FUNDING OBLIGATED
PREVIOUS	\$5,728,782.00	\$5,533,760.00
THIS MODIFICATION	\$ <u>0</u>	\$ <u>(40,909.00)</u>
<b>TOTAL</b>	<b>\$5,728,782.00</b>	<b>\$5,492,851.00</b>

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Steve Brown, Program Manager</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Artra C. House, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR <b>Steve Brown</b> <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <u>Artra C. House</u> <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 2/2/09	16C. DATE SIGNED 2/4/09

The purpose of this modification is to de-obligate funds allotted by (\$40,909) (from \$5,533,760.00 to \$5,492,851.00) pursuant to the "Limitation of Funds" clause and change the funded through date to April 24, 2009. In addition, it is to revise the table set forth in table B-2, Accounting and appropriation Data to revise purchase request number 4200275403 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 decrease the funding for this task order by \$40,909 (from \$5,533,760.00 to \$5,492,851.00).
- B. **Attachment B, Accounting and Appropriation Data**, is hereby revised to de-obligate funds from procurement request number 4200275403 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).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
Clause Attachment B	Page 5 of 6 B-2	Page 5 of 6 B-2

- 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 **\$5,492,851** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **April 24, 2009**.

(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 **April 24, 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.

**(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  
NNM06AB32T**

<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>
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	\$296,818
4200217923	EXCX22007D	217633.05.08.31	62IS01	FC000000	62	\$30,000
	ESAX22007D	869933.01.08.07	62IS01	FC000000	62	\$30,000
4200228109	ESAX22008D	869933.01.08.23	62IS01	FC000000	62	\$125,000
4200230258	ESAX22008D	869933.01.08.23	62IS01	FC000000	62	\$10,000
4200226883	ESAX22007D	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
4200233416	ESAX22008D	869933.01.08.23	62IS01	FC000000	62	\$200,000
4200236895	EXCS22008D	869933.01.08.23	62IS01	FC000000	62	\$100,000
4200240007	ESAX22008D	292487.06.08.08	62RS30	FC000000	62	\$750,000
4200251699	EXCX22008D	129985.09.08	62AS20	FC000000	62	\$34,734
4200262069	ESAX22008D	292487.06.08.08	62RS30	FC000000	62	\$136,953
4200259012	EXCX22008D	869933.01.08.23	62IS01	FC000000	62	\$100,000
4200264458	ESAX22008D	698671.04.08.08.13	62RS30	FC000000	62	\$82,400
4200269798	EXCX22008R	806866.02.08.08.38.01	62DM01	FC000000	62	\$25,000
4200275031	CASX22009D	884160.01.88	62IS70	FC000000	62	\$58,768
	CASX22009D	239493.27.03.01.08	62IS40	FC000000	62	\$60,913
	CASX22009D	239493.27.05.01.08	62IS40	FC000000	62	\$20,304
	CASX22009D	736466.07.10.08	62IS01	FC000000	62	\$320,000
<b>4200275403</b>	<b>EXCX22009D</b>	<b>735200.01.01.08</b>	<b>62SF01</b>	<b>FC000000</b>	<b>62</b>	<b>-\$40,909</b>
<b>4200275403</b>	<b>EXCX22009D</b>	<b>735200.01.01.08</b>	<b>62SF01</b>	<b>FC000000</b>	<b>62</b>	<b>\$72,549</b>
4200275404	EXCX22009D	735200.01.01.08	62SF01	FC000000	62	\$40,909
4200274977	CASX2209D	736466.01.06.08.01	62RS30	FC000000	62	\$327,000
	ESAX22008D	292487.06.08.08	62RS30	FC000000	62	\$41,057
<b>TRAVEL</b>						
4200216740	EXCX22007D	292487.06.08	62RS30	FC000000	62	\$3,182
4200235566	WCNX04546R	384161.09.08	62RS20	FC000000	62	\$9,200
<b>TOTAL</b>						<b>\$5,492,851</b>