

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 11		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. NNM06AB33T
				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
✓	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	\$3,398,249.00		\$2,737,677.34
THIS MODIFICATION	<u>0.00</u>		<u>\$ 603,618.00</u>
TOTAL	\$3,398,249.00		\$3,341,295.34

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 _____ (Signature of Contracting Officer)	

The purpose of this modification is to increase the total funding allotted to this contract by \$603,618.00 (from \$2,737,677.34 to \$3,341,295.34) and extend the funded through date to September 30, 2008, pursuant to the "Limitation of Funds" clause and the contactor's email messages dated **December 21, 2007**. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add PR numbers 4200226336, 4200228297 and 4200231539 and the data associated with it.

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>
Clause	5 of 6	5 of 6
Attachment B	B-3	B-3

B. All other terms and conditions remain the same.

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 **\$3,341,295.34** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **August 29, 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 **August 29, 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.

**Accounting and Appropriation Data
NNM06AB33T**

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200170874	ESAX22006D	850673.04.08.01	62VP62	FC000000	62-850673	\$8,515
	ESAX22006D	791926.02.01.01.03	62VP62	FC000000	62-791926	\$5,060
	ESAX22006D	791926.02.03.01.09	62VP62	FC000000	62-791926	\$4,397
	ESAX22006D	825080.05.06.01	62VP35	FC000000	62-825080	\$62,770
	ESAX22006D	511432.01.03	62VP52	FC000000	62-511432	\$80,000
	ESAX22006D	281945.02.03.01.02	62VP61	FC000000	62-281945	\$64,030
	ESAX22006D	278083.01.01.03	62VP40	FC000000	62-278083	\$22,000
	ESAX22005D	62-432-03-07	62VP62	FC000000	62-432-03	\$40.00
	ESAX22005D	62-370-16-10	62VP62	FC000000	62-370-16	\$347
	ESAX22005D	62-370-16-29	62VP62	FC000000	62-370-16	\$219
	ESAX22005D	6251-399-22-15	62VP62	FC000000	6251-399-22	\$218
	ESAX22006D	415113.01.01	62VP62	FC000000	62-415113	\$10,000
	ESAX22006D	791926.02.03.01.10	62VP62	FC000000	62-791926	\$14,019
	ESAX22006D	378710.05.02	62VP62	FC000000	62-378710	\$7,185
	EXCX22005D	62-614-20-01	62VP33	FC000000	62-614	\$124,795
4200171850	EXCX22005D	62-612-50-01	62VP33	FC000000	62-612	\$33,753
4200169373	ESAX22006D	511432.01.03	62VP52	FC000000	62-511432	\$1,724
4200180344	ESAX22006D	644423.06.02.14.08	62VP32	FC000000	62-644423	\$103,076
4200182258	ESAX22006D	644423.06.02.14.08	62VP32	FC000000	62-644423	\$180,000
	ESAX22006D	850661.04.01.08	62VP33	FC000000	62-850661	\$57,898
4200190869	ESAX22007D	825080.05.06.01	62VP35	FC000000	62	\$14,591
	ESAX22006D	126198.01.02.08	62VP33	FC000000	62-126198	\$20,000
	ESAX22007D	378710.05.02	62VP02	FC000000	62	\$26,631
	ESAX22006D	511432.01.03	62VP02	FC000000	52-511432	\$27,000
	ESAX22006D	591158.04.12.01.01	62VP02	FC000000	52-591158	\$19,700
	ESAX22007D	132438.01.10.01	62VP40	FC000000	62	\$134,792
	ESAX22007D	604746.01.01.01.12.08	62VP31	FC000000	62	\$41,966
	ESAX22007D	411672.06.04.01	62VP52	FC000000	62	\$106,871
	ESAX22006D	656052.04.04.07.02	62VP61	FC000000	62-656052	\$69,000
	ESAX22006D	415113.01.01	62VP52	FC000000	62-415113	\$35,000
	ESAX22007D	378710.05.02.98	62VP02	FC000000	62	\$20,896
	ESAX22006D	889836.04.21	62VP02	FC000000	62-889836	\$11,447
4200196319	ESAX22006D	656052.04.04.07.02	62VP61	FC000000	62-656052	\$75,000
4200197562	ESAX22007D	346620.01.01.01	62VP51	FC000000	62	\$48,795
	ESAX22006D	321878.04.05.01.08.01	62VP33	FC000000	62-321878	\$60,000
4200199561	ESAX22007D	346620.01.01.01	62VP51	FC000000	62	\$11,416
4200203541	ESAX22006D	825855.01.01.08	62VP33	FC000000	62-825855	\$59,291
4200213226	ESAX22007D	397424.07.02.02.03	62VP62	FC000000	62	\$60,516
	ESAX22007D	850673.04.08.01	62VP62	FC000000	62	\$1,071
	ESAX22007D	344833.04.09.01	62VP62	FC000000	62	\$2,313
	ESAX22007D	372059.04.06	62VP62	FC000000	62	\$5,847
	ESAX22007D	936723.02.01.01.25	62VP62	FC000000	62	\$3,397
	ESAX22007D	955518.02.01.01.68	62VP62	FC000000	62	\$5,243
	ESAX22007D	651549.02.06.06	62VP62	FC000000	62	\$15,613

	ESAX22007D	411672.06.04.01	62VP63	FC000000	62	\$75,000
	ESAX22007D	579487.02.06	62VP52	FC000000	62	\$40,000
	ESAX22007D	033801.08.03	62VP01	FC000000	62	\$52,000
	ESAX22007D	511432.07.04.98	62VP02	FC000000	62	\$80,000
	ESAX22007D	132438.01.10.01	62VP40	FC000000	62	\$75,000
4200213798	ESAX22006D	333217.02.01.01.04	62VP61	FC000000	62-333217	\$203,519
4200207252	ESAX22006D	321878.04.10.01.01	62VP33	FC000000	62-321878	\$353,329
4200215417	ESAX22007D	411672.06.04.01	62VP63	FC000000	62	\$95,000
4200215515	ESAX22007D	986249.01.11..20..25.08	62VP31	FC000000	62	\$100,000
4200228297	ESAX22007D	920760.01.01.01	62VP53	FC000000	62	\$56,000
4200226336	ESAX22007D	850673.04.08.01	62VP62	FC000000	62	\$1,022.66
4200231539	ESAX2207D	346620.01.01.01	62VP51	FC000000	62	\$546,595
	TRAVEL					
4200214541	ESAX22007D	644423.06.34.01.08	62VP32	FC000000	62	\$1,485.59
	ESAX22007D	278083.01.01.03	62VP40	FC000000	62	\$3,012.87
	ESAX22007D	825855.01.01.08	62VP33	FC000000	62	\$999.42
	ESAX22007D	281945.02.03.01.02	6VP62	FC000000	62	\$1,889.46
	TOTAL					\$3,341,295.34