OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
04		**See Attachment B**	

6. ISSUED BY CODE PS32/MFC

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)* CODE MFC

MSFC Admin: Julie Shaddock, PS32
256-544-5435
julie.a.shaddock@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

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.
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	$1,511,009	$1,307,940
THIS MODIFICATION	0	75,000
TOTAL	$1,511,009	$1,382,940

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Marty B. Hanson, 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 $75,000 (from $1,307,940 to $1,382,940) and extend the funded through date to August 17, 2007, pursuant to the "Limitation of Funds" clause and the contactor's email messages dated April , 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 MSFC organization the Contractor will support is VP10 and will provide incrementally funding by PR 4200196319.

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).

Section	Pages Added	Pages Deleted
Clause 7	4 of 6	4 of 6
Attachment B	B-2	B-2

B. 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 **$1,382,940** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **July 20, 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 20, 2007**.

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**
TOTAL						**$1,382,940**