OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.: **01**

3. EFFECTIVE DATE:

4. REQUISITION/PURCHASE REQ. NO.: **See Attachment B**

5. PROJECT NO. *(If applicable)*:

6. ISSUED BY — CODE PS32/MFE

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 MFE

MSFC Admin: Anne Lewis, PS32
256-544-5435
Frances A. Lewis@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.: **NNM06AB34T**

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 page 3 for a description..

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 FAR 43.103(a)(3) and mutual agreement of the parties
	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.)*

	TOTAL CONTRACT VALUE	TOTAL FUNDING OBLIGATED
PREVIOUS	$1,233,386	$368,721
THIS MODIFICATION	0	391,128
TOTAL	$1,233,386	$759,839

15A. NAME AND TITLE OF SIGNER *(Type or print)*:

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED:

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: **Frances Anne Lewis, Contracting Officer**

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED:

The purpose of this modification is to provide incremental funding in the amount of $391,128 by PR 4200186839.

The total value of the Task Order remains **$1,233,386,** of which $60,000 is other direct cost for travel. Funding for labor is added by this modification in the amount of **$391,128** for a total obligated funding amount of **$759,849**. Additional incremental funding will be provided as appropriated funds become available.

Specific changes are shown in bold text and by a change bar in the right margin.

The contract is changed as follows:

B. LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)(1852.232-77)(MAR 1989), is hereby changed as shown below.

The pertinent paragraphs delineating total allocations and funded through date are as shown below:

(a) Of the total price for effort provided under this Task Order, the sum of **$759,849** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **April 27, 2007.**

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **April 27, 2007**.

D. Attachment B, accounting and appropriations data is changed as noted on change pages provided with additional funding as shown in bold and by change bar in the right margin. The total change in allocated and obligated funding is an increase of $391,128.

E. As a result of the foregoing changes, the following pages are deleted and the corresponding changes are substituted/added. Replacement pages are provided as appropriate.

Pages Deleted	Pages Substituted/Added
4 – 5	4 - 5
B-2	B-2

F. All other terms and conditions remain the same.

		July 20, 2007	$45,130
		August 3, 2007	$45,130
		August 17, 2007	$45,130
		August 31, 2007	$45,130
		September 14, 2007	$45,130
		September 28, 2007	$45,136
		Total Billing	**$1,173,386**

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 total sum of **$759,849** is presently available for payment and allotted to this Task Order. Of that sum, **$744,849** is available for labor and **$15,000** for travel. The current sum allotted fully funds this Task Order through **April 27, 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 **April 27, 2007**.

(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.

Accounting and Appropriation Data
Task Order NNM06AB34T

LABOR

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200174518	EXCX22006D	411011.01.01.01.02	62MP02	FC000000	62-411011	$243,721
	EXCX22006D	522094.08.01.01.03.02	62MP21	FC000000	62-522094	$110,000
4200186839	**EXCX22007D**	**411011.01.01.01.02**	**62MP02**	**FC000000**	**62**	**$391,128**
TOTAL						**$744,849**

TRAVEL

PR NUMBER	Fund	WBS	Cost Center	Internal Order	Fund Center	Amount
4200174518	EXCX22006D	522094.08.01.01.03.02	62MP21	FC000000	62-522094	$15,000
TOTAL						**$15,000**