

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">05</p>	3. EFFECTIVE DATE <p style="text-align: center;">Shown in Block 16C</p>	4. REQUISITION/PURCHASE REQ. NO. <p style="text-align: center;">N/A</p>	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	7. ADMINISTERED BY (If other than Item 6) MSFC Admin: Artra C. House 256-544-3507 Artra.c.house@nasa.gov
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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. <p style="text-align: center;">NNM05AB31C</p> 10B. DATED (SEE ITEM 13) <p style="text-align: center;">September 16, 2005</p>
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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)

N/A

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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral – FAR 43.103(a)(2), Changes Clause of GSA FSS LOGWORLD Contract GS-10F-0399R
	D. 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.)

Minimum IDIQ Amount Maximum IDIQ Amount Funding Obligated

Previous Amount	\$ 3,944,000	\$37,900,000	\$-0-
This Modification	\$ 0	\$ 0	-0-
New Amount	\$ 3,944,000	\$37,900,000	\$-0-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <p style="text-align: center;">Steve Brown, Program Manager</p>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <p style="text-align: center;">Artra C. House, Contracting Officer</p>		
15B. CONTRACTOR/OFFEROR APPROVED BY: Steve Brown (Signature of person authorized to sign)	15C. DATE SIGNED 2/10/09	16B. UNITED STATES OF AMERICA BY <u>Artra C. House</u> (Signature of Contracting Officer)	16C. DATE SIGNED 2/10/09

The purpose of this modification is to revise section B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE, to incorporate a change in the survey reporting period beginning April 1, 2009 (from quarterly to semi-annually). In addition, it is to correct section F.2 PERIOD OF PERFORMANCE, to reflect the correct period of performance. No increase in contract value is associated with the changes delineated above. Accordingly, the contract is changed in the following particulars:

A. Section B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE, is hereby revised to reflect the change of survey reporting period from quarterly to semi-annually.

B. Section F.2. PERIOD OF PERFORMANCE, is hereby revised to correct the period of performance.

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>
Section B	B-2	B-2
Section F	F-1	F-1

D. All other terms and conditions remain unchanged and in full force and effect.

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

a. The Contractor shall survey its customers semi-annually to ascertain their evaluations of contractor performance for that period of time. These surveys shall be targeted at the MSFC department-level or equivalent. The results of these surveys shall be reported to the COTR in accordance with DRD 1079MA-004.

b. The COTR will verify the contractor's calculations and resulting adjective ratings. The COTR will make a qualitative assessment by PWS section of the contractor's performance based on the severity and impact of any contractor performance problem(s) or deficiencies during the period, or where the benefits of contractor performance exceed the customer survey results. Based on this qualitative assessment, the COTR may recommend to the Contracting Officer an adjustment in adjective rating for either or both of the PWS sections. Such adjustments will not be more than one adjective, up or down.

c. If the COTR recommends any adjustments of adjective ratings, the Contracting Officer will notify the contractor, provide supporting rationale for the adjustment(s), and allow the contractor a rebuttal. Upon receipt of the rebuttal, if any, the Contracting Officer will make a final decision concerning the extent, if any, of price deductions for that quarter.

d. Price deductions will be based upon the following scale (percentage of total price), applied to the total price for the reported quarter of the respective Task Order:

<u>Adjective</u>	<u>Deduction</u>
Excellent	0 %
Very good	1 %
Good	2 %
Satisfactory	5 %
Poor/Unsatisfactory	10 %

(End of clause)

(End of Section)

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Clause Number	Title	Date
None Included by Reference		

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

Clause Number	Title	Date
None Included by Reference		

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this order shall be October 1, 2005, through September 30, 2006. Order phase-in period shall be September 16 through September 30, 2005.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Order Periods</u>	Period of Performance
Option 1	October 1, 2006 through September 30, 2007
Option 2	October 1, 2007 through September 30, 2008
Option 3	October 1, 2008 through September 30, 2009
Option 4	October 1, 2009 through September 30, 2010

Option 3 has been exercised. Therefore, the overall contract current period of performance is October 1, 2005, through September 30, 2009.

(End of Clause)