

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. <b>11</b>	3. EFFECTIVE DATE <b>Shown in Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>N/A</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>NNM06AB29T</b>
		10B. DATED (SEE ITEM 13) <b>October 1, 2006</b>

CODE 138205	CAGE CODE 1L4P0	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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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) AND AS MUTUALLY AGREED BY THE PARTIES.
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral – FAR 43.103(a)(2) and “Change” clause of GSA FSS LOGWORLD Contract GS-10F-0399R and mutual agreement of the parties
	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.)

	TOTAL CONTRACT VALUE	TOTAL FUNDING OBLIGATED
PREVIOUS	\$1,960,484	\$ 1,793,634
THIS MODIFICATION	\$ <u>0</u>	\$ <u>0</u>
<b>TOTAL</b>	<b>\$1,960,484</b>	<b>\$ 1,793,634</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 Steve Brown  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>Artra C. House</u> (Signature of Contracting Officer)
15C. DATE SIGNED 2/10/09	16C. DATE SIGNED 2/10/09

The purpose of this modification is to correct an administrative error on the Payment Schedule shown on page 4 of 6. Digital Fusion Solutions, Inc. provided a revised Payment Schedule indicating changes beginning February 29, 2008 through June 19, 2009 at no additional cost to the Government.

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>
Payment Schedule	Page 4 of 6	Page 4 of 6

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

7. CONSIDERATION AND PAYMENT

a. The Contractor shall be paid upon the satisfactory completion of the work called for in this Task Order and submission of properly certified invoices as detailed in Clause G.2, Consideration and Payment, of the basic order.

b. The Contractor shall be paid biweekly for the work called for in this Task Order at the rates specified for the applicable period as set forth in Attachment J-4, Corporate Rate Structure, to the basic order, and as set forth in the payment schedule shown below.

c. Accounting classifications and funding resources are as shown in Attachment B hereto.

NNM06AB29T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$38,525
		10/27/2006	\$38,525
		11/9/2006	\$38,525
		11/24/2006	\$38,525
		12/8/2006	\$38,525
		12/22/2006	\$38,525
		1/5/2007	\$38,525
		1/19/2007	\$38,525
		2/2/2007	\$38,525
		2/16/2007	\$38,525
		3/2/2007	\$37,351
		3/16/2007	\$37,351
		3/30/2007	\$37,351
		4/13/2007	\$37,351
		4/27/2007	\$37,351
		5/11/2007	\$37,351
		5/25/2007	\$37,351
		6/8/2007	\$37,351
		6/22/2007	\$37,351
		7/6/2007	\$38,636
		7/20/2007	\$38,636
		8/3/2007	\$38,636
		8/17/2007	\$38,636
		8/31/2007	\$38,636
		9/14/2007	\$38,636
		9/28/2007	\$38,630
		10/12/2007	\$40,045
		10/26/2007	\$40,045
		11/9/2007	\$40,045
		11/23/2007	\$40,045
		12/7/2007	\$40,045
		12/21/2007	\$40,045
		1/4/2008	\$40,045
		1/18/2008	\$40,045

		2/1/2008	\$40,045
		2/15/2008	\$40,045
		2/29/2008	<b>\$25,085</b>
		3/14/2008	<b>\$25,085</b>
		3/28/2008	<b>\$25,085</b>
		4/11/2008	<b>\$25,085</b>
		4/25/2008	<b>\$25,085</b>
		5/9/2008	<b>\$25,085</b>
		5/23/2008	<b>\$25,085</b>
		6/6/2008	<b>\$25,085</b>
		6/20/2008	<b>\$25,085</b>
		7/3/2008	<b>\$25,085</b>
		7/18/2008	<b>\$25,085</b>
		8/1/2008	<b>\$25,085</b>
		8/15/2008	<b>\$25,085</b>
		8/29/2008	<b>\$25,085</b>
		9/12/2008	<b>\$11,983</b>
		9/26/2008	<b>\$11,983</b>
		10/10/2008	<b>\$11,983</b>
		10/24/2008	<b>\$11,983</b>
		11/7/2008	<b>\$11,983</b>
		11/21/2008	<b>\$11,983</b>
		12/5/2008	<b>\$11,983</b>
		12/19/2008	<b>\$11,983</b>
		1/2/2009	<b>\$8,927</b>
		1/16/2009	<b>\$8,927</b>
		1/30/2009	<b>\$8,927</b>
		2/13/2009	<b>\$8,927</b>
		2/27/2009	<b>\$8,927</b>
		3/13/2009	<b>\$8,927</b>
		3/27/2009	<b>\$8,927</b>
		4/10/2009	<b>\$8,927</b>
		4/24/2009	<b>\$8,927</b>
		5/8/2009	<b>\$8,927</b>
		5/22/2009	<b>\$8,927</b>
		6/5/2009	<b>\$8,927</b>
		6/19/2009	<b>\$8,928</b>
		Total Billing	<b>\$1,955,411</b>

e. Contractor invoices shall be submitted in triplicate in accordance with Clause G.2, Consideration and Payment, of the basic order.

f. Travel is cost reimbursable and will be invoiced separately from the labor shown in the payment schedule above. Of the total price for effort provided under this Task Order **\$5,073** is included for travel.