

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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: Julie A. Shaddock, PS32 256-544-6389 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		(✓)	9A. AMENDMENT OF SOLICITATION NO.
CODE 138205 CAGE CODE 1L4P0			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM06AB31T
			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)
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 Changes Clause of GSA GSS 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	\$1,644,339	\$916,221
THIS MODIFICATION	\$ (10,566)	\$ -0-
TOTAL	\$1,633,773	\$916,221

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: 1) to implement negotiated equitable contract adjustments associated with reducing the support the contractor is required to provide under sections 3.2.1, and 3.3.1 of the Performance Work Statement (PWS) and increasing the support the contractor is required to provide under section 3.2.4 of the PWS.

A. Accordingly, the firm fixed price of this task order is hereby decreased by \$10,566 (from \$1,644,339 to \$1,633,773) and the payment schedule set forth in Clause 7, Payment and Consideration shown below to reflect reductions in the amounts for biweekly payments and total billing, consistent with this decrease in the firm fixed price of this task order.

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

B. To incorporate these changes into the task order, the following pages are deleted and/or are substituted/added as indicated below:

NNM06AB31T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$63,244
		10/27/2006	\$63,244
		11/9/2006	\$63,244
		11/24/2006	\$63,244
		12/8/2006	\$63,244
		12/22/2006	\$63,244
		1/5/2007	\$63,244
		1/19/2007	\$63,244
		2/2/2007	\$63,244
		2/16/2007	\$63,244
		3/2/2007	\$62,584
		3/16/2007	\$62,584
		3/30/2007	\$62,584
		4/13/2007	\$62,584
		4/27/2007	\$62,584
		5/11/2007	\$62,584
		5/25/2007	\$62,584
		6/8/2007	\$62,584
		6/22/2007	\$62,584
		7/6/2007	\$62,584
		7/20/2007	\$62,584
		8/3/2007	\$62,584
		8/17/2007	\$62,584
		8/31/2007	\$62,584
		9/14/2007	\$62,584

C. 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
3	3

D. All other terms and conditions remain the same.

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract
Change Identification

Modification No. 3 to Contract
NNM06AB31T

Contractor
Proposal Number

DFSI proposal dated February 16, 2007

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.

NNM06AB31T Payment Schedule

Payment Type	Frequency	Date	Amount
Status Report	Bi-Weekly	10/13/2006	\$63,244
		10/27/2006	\$63,244
		11/9/2006	\$63,244
		11/24/2006	\$63,244
		12/8/2006	\$63,244
		12/22/2006	\$63,244
		1/5/2007	\$63,244
		1/19/2007	\$63,244
		2/2/2007	\$63,244
		2/16/2007	\$63,244
		3/2/2007	\$62,584
		3/16/2007	\$62,584
		3/30/2007	\$62,584
		4/13/2007	\$62,584
		4/27/2007	\$62,584
		5/11/2007	\$62,584
		5/25/2007	\$62,584
		6/8/2007	\$62,584
		6/22/2007	\$62,584
		7/6/2007	\$62,584
		7/20/2007	\$62,584
		8/3/2007	\$62,584
		8/17/2007	\$62,584
		8/31/2007	\$62,584
		9/14/2007	\$62,584