

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 08	Page 1	Pages 4
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2. AMENDMENT/MODIFICATION NO. 024	3. EFFECTIVE DATE 04/29/2009	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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 PS33	7. ADMINISTERED BY (If other than Item 6) Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	CODE PS33
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA70C
		10B. DATED (SEE ITEM 13) 03/20/2007

CODE SAP ID# 100495	FACILITY CODE CAGE 8F406
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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 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR CLAUSE 52.232-22 "Limitation Of Funds Clause"

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.)

See Page Two

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J. Holden Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Bobby J. Holden</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/29/09

NNM07AA70C
Modification 24

Description of Modification

Mission Services	Current Mission Estimated Cost	Mission Target Cost IF	Maximum Potential Perf IF	Cost IF Earned	Perf IF Earned	Current Mission Value	Total Funding Allotted Mission Only
Previous	\$22,170,896	\$137,905	\$581,468	\$129,972	\$222,165	\$16,129,805	\$16,019,949
This Mod	\$0	\$0	\$0	\$0	\$0	\$7,112,601	\$681,484
Total	\$22,170,896	\$137,905	\$581,468	\$129,972	\$222,165	\$23,242,406	\$16,701,433

Through Option 1

Individual Task Orders

	Current IDIQ Estimated Cost	IDIQ Target Cost IF	Maximum Potential Performance IF			Current IDIQ Value
Previous	\$1,538,886	(\$5,857)	\$9,003	\$26,505	\$52,942	\$1,621,479
This Mod	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,538,886	(\$5,857)	\$9,003	\$26,505	\$52,942	\$1,621,479

Through Base Period

A. The purpose of this modification is to:

(1) Provide incremental funding. Thus, the total allotted funding for the contract is increased in the amount of \$681,484, from \$16,019,949 to \$16,701,433. The anticipated funded through date is June 30, 2009.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- B.6, CONTRACT FUNDING, Page B-7, is hereby deleted in entirety and the revised Clause B.6, is substituted in lieu thereof.

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

NNM07AA70C

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$15,780,131.00. This allotment is for the Office of Strategic Analysis and Communications Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 01, 2007 – June 30, 2009.

(b) An additional amount of \$921,302 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$15,228,266.00	\$ 551,865.00	\$15,780,131.00
IDIQ Estimated Cost	0	\$ 0	0
Provisional Cost Incentive Fee	\$ 200,616.65	\$ 32,405.00	\$ 233,021.65
Provisional Performance Incentive Fee	\$ 591,066.35	\$ 97,214.00	\$ 688,280.35
Total Sum Allotted	\$16,019,949.00	\$ 681,484.00	\$ 16,701,433.00