

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **08** Page **1** Pages **5**

2. AMENDMENT/MODIFICATION NO. **000003** 3. EFFECTIVE DATE **06/15/2007** 4. REQUISITION/PURCHASE REQ. NO. **See Schedule** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS33, MGC** 7. ADMINISTERED BY (If other than Item 6) CODE **PS33, MGC**

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Schafer Corporation
Attn: Dr. William Marx
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE **SAP ID# 100495** FACILITY CODE **CAGE 8F406**

(x) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **NNM07AA70C**
10B. DATED (SEE ITEM 13) **03/20/2007**

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; or (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:
D. OTHER (Specify type of modification and authority)
FAR Part 43.103(a) and 52.232-22, "Limitation of Funds"

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.) (ref. Clause B.2, Table B-1)

	Total Potential Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	\$6,523,310	\$346,539	\$6,869,849	\$2,785,566.84
This Mod	\$ 164,776	\$ 11,534	\$ 176,310	\$1,272,141.25
New Total	\$6,688,086	\$358,073	\$7,046,159	\$4,057,708.09

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) **William Marx, General Manager** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **Rhoney Triplett, Jr. Contracting Officer**

15B. CONTRACTOR OFFICER **[Signature]** 15C. DATE SIGNED **6/15/07** 16B. UNITED STATES OF AMERICA BY **[Signature]** 16C. DATE SIGNED **6/15/2007**

A. The purpose of this modification is to provide incremental funding in the amount of \$1,272,141.25 in accordance with contract clause B.6 (Contract Funding) and to definitize the contractor's proposal for establishing a dollar threshold for payment of overtime for non-exempt employees working in support of this contract effort.

B. Accordingly, the allotted funding for the estimated cost is increased by \$1,188,917.06 (from 2,603,333.84 to \$3,792,250.90), the allotted funding for provisional cost incentive fee is increased by \$20,806.04 (from \$45,558 to 66,364.04), and the allotted funding for provisional performance incentive fee is increased by \$62,418.15 (from \$136,675 to \$199,093.15). Thus, the total allotted funding for the contract is increased by \$1,272,141.25 (from \$2,785,566.84 to \$4,057,708.09).

C. Additionally, in accordance with contract clause 52.222-2 (Payment for Overtime Premiums; paragraph a), the contractor is authorized an increase in total allotment of \$176,310 for payment of overtime premiums (from \$47,918 to \$224,229). Accordingly, this modification increases contract value by \$176,310 (from \$6,869,849 to \$7,046,159). The total potential estimated cost amount is increased by \$164,776 (from \$6,523,310 to \$6,688,086) and the total potential incentive fee amount is increased by \$11,534 (from \$346,539 to \$358,073).

D. Therefore, the contract is changed in the following particulars:

Section B, Clause B.6, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-7, is substituted in lieu thereof.

Section I, Clause 52.222-2, PAYMENT FOR OVERTIME PREMIUMS; paragraph a., is hereby deleted in its entirety and the revised Clause 52.222-2, shown on the enclosed replacement page I-2, is substituted in lieu thereof.

E. In order to reflect the changes resulting from this modification, 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 across from the revised area.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7
I, CONTRACT CLAUSES	I-2	I-2

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

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

Contractor
Proposal Number

Modification No. 03 to Contract NNM07AA70C

P-07H-100

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
4200206106	329231.01.06.08	ESAX22006D	62CS20	\$ 760,371.25
4200206103	329231.01.06.08	ESAX22006D	62CS20	\$ 311,770.00
4200197746	329231.01.06.08	ESAX22006D	62CS20	\$ 200,000.00
Funding Allotted This Action				\$1,272,141.25
Previous Funding				
4200195223 (Basic)				\$ 506,432.00
4200193813 (Basic)				\$1,052,993.00
4200197746 & 4200197642 (Mod 1)				\$ 288,326.84
4200201601 (Mod 2)				\$ 79,435.00
4200198995 (Mod 2)				\$ 358,380.00
4200199727 (Mod 2)				\$ 50,000.00
4200203654 (Mod 2)				\$ 450,000.00
Total Funding Allotted				\$4,057,708.09

(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 \$3,792,250.55. 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 – October 27, 2007.

(b) An additional amount of \$265,457.54 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$2,603,333.84	\$1,188,917.06	\$3,792,250.90
IDIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	\$ 45,558.00	\$ 20,806.04	\$ 66,364.04
Provisional Performance Incentive Fee	\$ 136,675.00	\$ 62,418.15	\$ 199,093.15
Total Sum Allotted	\$2,785,566.84	\$1,272,141.25	\$4,057,708.09

Number	Clause/Title	Date
52.216-7	Allowable Cost and Payment <i>Insert in paragraph: 30 days</i>	Dec 2002
52.217-8	Option to Extend Services <i>Insert in paragraph: 30 days</i>	Nov 1999
52.219-6	Notice of Total Small Business Set-Aside	Jun 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums <i>Insert in paragraph (a): \$224,229</i>	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-38	Compliance with Veteran's Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-3	Hazardous Material Identification and Material Safety Data -- Alternate I (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)(Aug 2003) (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies	Jun 2003
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-17	Rights In Data-Special Works	Oct 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year <i>Insert: September 30, 2007</i>	Apr 1984