

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 08	Page 1	Pages 6
---	--	----------------------------------	------------------	-------------------

2. AMENDMENT/MODIFICATION NO. 004	3. EFFECTIVE DATE 07/23/2007	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office	CODE PS33, MGC	7. ADMINISTERED BY (If other than Item 6) CODE PS33, MGC	

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

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@nasa.gov
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

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		(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		

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.

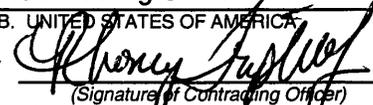
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority) FAR Part 43.103(b) 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 <u>Estimated Cost</u>	Total Potential <u>Incentive Fee</u>	Total Potential Contract <u>Value</u>	Total Funding <u>Allotted</u>
Previous	\$6,523,310	\$346,539	\$6,869,849	\$4,057,708.09
This Mod	\$ 164,776	\$ 11,534	\$ 176,310	\$1,026,102.77
New Total	\$6,688,086	\$358,073	\$7,046,159	\$5,083,810.86

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) Rhoney Triplett, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/23/2007

A. The purpose of this modification is to provide incremental funding in the amount of \$1,026,102.77 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by \$1,026,102.77 (from \$3,792,250.90 to \$4,818,353.67). The allotted funding for provisional cost incentive fee and provisional performance incentive fee remains unchanged. Therefore, the allotted funding for provisional cost incentive fee is \$66,364.04 and the allotted funding for provisional performance incentive fee is \$199,093.15. Thus, the total allotted funding for the contract is increased by \$1,026,102.77 (from \$4,057,708.09 to \$5,083,810.86).

C. Additionally, this modification revises contract clauses B.2 (Table B-1) and B.4 (Table B-4) to reflect the current contract value as increased in Modification #3. Accordingly, Clause B.2 (Table B-1), CLIN #1 is revised to reflect the following dollar values: Estimated Cost is increased by \$164,776 (from \$6,523,310 to \$6,688,086). Target Cost is increased by \$164,776 (from \$4,950,560 to \$5,115,336). Target Cost Incentive Fee is increased by \$2,883 (from \$86,635 to \$89,518). Maximum Cost Incentive Fee is increased by \$4,325 (from \$129,952 to \$134,277). Maximum Performance Incentive Fee is increased by \$8,651 (from \$259,904 to \$268,555). The Total Value is increased by \$176,310 (from \$6,869,849 to \$7,046,159). Clause B.4 (Table B-4), CLIN #1 is revised to reflect the following dollar values: Estimated Cost is increased by \$164,776 (from \$6,523,310 to \$6,688,086) and the Target Cost is increased by \$164,776 (from \$4,950,560 to \$5,115,336).

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

Section B, Clause B.6, CONTRACT FUNDING, Page B-7, 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 B, Clause B.2, ESTIMATED COST AND FEES, Page B-2, is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2, is substituted in lieu thereof.

Section B, Clause B.4, COST AND PERFORMANCE INCENTIVE FEE, Page B-4, is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4, 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-2, B-4, & B-7	B-2, B-4, & B-7

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

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
4200208588				\$ 153,033.08
4200208499				\$ 48,771.00
4200211360				\$ 484,298.69
4200211826				\$ 150,000.00
4200208653				\$ 190,000.00
Funding Allotted This Action				\$1,026,102.77
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
4200206106 (Mod 3)	329231.01.06.08	ESAX22006D	62CS20	\$ 760,371.25
4200206103 (Mod 3)	329231.01.06.08	ESAX22006D	62CS20	\$ 311,770.00
4200197746 (Mod 3)	329231.01.06.08	ESAX22006D	62CS20	\$ 200,000.00
Total Funding Allotted				\$5,083,810.86

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERF IF	COST IF EARNED	PERF IF EARNED	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$ 6,688,086	\$5,115,336	\$ 89,518	\$ 134,277	\$ 268,555	TBD	TBD	\$7,046,159
1.a. (See Table B-3)	IDIQ Summation of Task Order Values (BY)	4-01-07 through 3-31-08	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

(d) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	TOTAL VALUE
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$6,587,278	\$5,014,528	\$87,754	\$131,631	\$263,263	\$6,938,295
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$6,750,181	\$5,177,431	\$90,605	\$135,908	\$271,815	\$7,112,601
4.	Option III, Mission Services	4-01-10 through 3-31-11	\$6,882,981	\$5,310,231	\$92,929	\$139,394	\$278,787	\$7,254,697
5.	Option IV, Mission Services	4-01-11 through 3-31-12	\$7,044,730	\$5,471,980	\$95,760	\$143,640	\$287,279	\$7,427,769

(End of Clause)

supplies, equipment, and travel and associated handling charge (see Table B-4 below). The target cost for the IDIQ CLINs shall be the summation of the target costs of the current task orders.

Table B-4, TARGET COST

CLIN	ESTIMATED COST	LESS ESTIMATED DIRECT COST for Materials, Supplies, Equipment & Travel and Handling Charge	TARGET COST
1	\$6,688,086	\$ 1,500,000.00 + \$ 72,750	\$ 5,115,336
2	\$ 6,587,278	\$ 1,500,000.00 + \$ 72,750	\$ 5,014,528
3	\$ 6,750,181	\$ 1,500,000.00 + \$ 72,750	\$ 5,177,431
4	\$ 6,882,981	\$ 1,500,000.00 + \$ 72,750	\$ 5,310,231
5	\$ 7,044,730	\$ 1,500,000.00 + \$ 72,750	\$ 5,471,980

(3) For the Mission Services CLINS, the actual allowable costs for determining cost incentive fee earned and payment in accordance with Clause B.5, Incentive Fee, shall be reduced by the actual direct costs for materials, supplies, equipment & travel and associated handling charge.

(4) Clause B.5 is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to and take precedence over the definitions provided in Clause B.5. (See paragraph (e) (5) of Clause B.5.)

(5) The share ratio for target cost underruns is 80/20 (Government/Contractor). The share ratio for target cost overruns is 70/30 (Government/Contractor).

(6) The Contractor must earn at least 85% of the performance incentive fee for a CLIN to earn any cost incentive fee above the target cost incentive fee (for underruns) for that CLIN.

(7) The cost incentive fee will be evaluated at the end of each contract year.

(c) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in Clause B.2 of this contract.

(2) The Contractor's performance will be evaluated as described in Attachments J-2 and J-3 of this contract. Semi-annual performance scores earned will be averaged to determine an annual amount of performance incentive fee earned for each CLIN. Performance incentive fee for a CLIN that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned which will be incorporated in the contract by unilateral modification.

(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 \$4,818,353.67. 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 – December 18, 2007.

(b) An additional amount of \$265,457.19 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$3,792,250.90	\$1,026,102.77	\$4,818,353.67
IDIQ Estimated Cost	0	\$ 0	0
Provisional Cost Incentive Fee	\$ 66,364.04	\$ 0	\$ 66,364.04
Provisional Performance Incentive Fee	\$ 199,093.15	\$ 0	\$ 199,093.15
Total Sum Allotted	\$4,057,708.09	\$1,026,102.77	\$5,083,810.86