

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract ID Code 08	Page 1	Pages 5
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2. AMENDMENT/MODIFICATION NO. 011	3. EFFECTIVE DATE JAN 31 2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	PS33	7. ADMINISTERED BY (If other than Item 6) CODE	PS33
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Office of Procurement  
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)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806			
			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; 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 and 1b

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

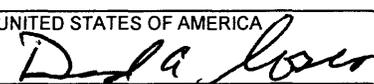
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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 Part 43.103(a) and 52.232-22, "Limitation of Funds" and the Changes 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.) (ref. Clause B.2, Table B-1)

	Total Potential Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	\$6,688,086	\$358,073	\$7,046,159	\$6,878,346.00
This Mod	\$ 524,250	\$ 0	\$ 524,250	\$167,813.00
New Total	\$7,212,336	\$358,073	\$7,570,409	\$7,046,159.00

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) Patricia A. Buckley Vice President, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR-Schafer Corporation	15C. DATE SIGNED 1/31/08	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 1 JAN 31 2008
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

A. The purpose of this modification is to (1) provide incremental funding in the amount of \$167,813 in accordance with contract clause B.6 (Contract Funding) (2) increase the Materials, Supplies, Equipment and Travel cost by \$524,250 and (3) update the Key Personnel.

B. Accordingly, the allotted funding for the estimated cost is increased by \$135,368.75 (from \$6,552,717.25 to \$6,688,086). The allotted funding for provisional cost incentive fee is increased by \$8,111.06 (from \$84,102.84 to \$92,213.90) and provisional performance incentive is increased by \$24,333.19 (from \$241,525.91 to \$265,859.10). Thus, the total allotted funding for the contract is increased by \$167,813 (from \$6,878,346.00 to \$7,046,159.00).

C. Section B, Clause B.2, ESTIMATED COSTS AND FEES, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), CLIN 1, ESTIMATED COST is increased by \$524,250 (from \$6,688,086 to \$7,212,336). The TOTAL VALUE is increased by \$524,250 (from \$7,046,159 to \$7,570,409)

D. Section B, Clause B.4 COST AND PERFORMANCE INCENTIVE FEE, Page B-4, CLIN 1, ESTIMATED COST, is increased by \$524,250 (from \$6,688,086 to \$7,212,336). The ESTIMATED DIRECT COST for Materials, Supplies, Equipment & Travel and Handling charge is increased by \$500,000 (from \$1,500,000 to \$2,000,000) and the Handling Charge is increased by \$24,250 (from \$72,750 to \$97,000). The TARGET COST remains unchanged.

E. Section H, Clause H.8, KEY PERSONNEL AND FACILITIES, Paragraph (c), the list of personnel is hereby being updated and revised to include:

(b)(4)



Therefore, the contract is changed in the following particulars:

F. 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.

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-2(Mod 11)	B-2 (Mod 4)
	B-4(Mod 11)	B-4 (Mod 4)
	B-7 (Mod 11)	B-4 (Mod 10)
H- SPECIAL CONTRACT REQUIRMENTS	H-7 (Mod 11)	H-7 (Basic)

G. Contractor's Statement of Release

In consideration of the modification 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 proposals 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

NNM07AA70C, Modification 11

P-08H-07  
Dated January 16, 2008

H. 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
4200228331 (Mod 11)	292487.08.08.06	ESAX22008D	62CS01	\$50,000.00
	292487.04.08.03	ESAX22008D	62CS20	\$94,250.00
	292487.08.08.06	ESAX22008D	62CS20	\$23,563.00
<b>Funding Allotted This Action</b>				<b>\$167,813.00</b>
<b>Previous Funding</b>				
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
4200208588 (Mod 4)				\$ 153,033.08
4200208499 (Mod 4)				\$ 48,771.00
4200211360 (Mod 4)				\$ 484,298.69
4200211826 (Mod 4)				\$ 150,000.00
4200208653 (Mod 4)				\$ 190,000.00
4200197642 (Mod 5)	981155.09.08	ESAX22007D	62CS40	\$ -26,831.30
	981155.11.05.08	ESAX22007D	62CS40	\$ -26,059.00
	981155.11.05.08	ESAX22007D	62CS40	\$ -70,141.00
4200213963 (Mod 6)	136905.01.05.08	ESAX22007D	62CS20	\$ 6,450.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 10,020.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 2,145.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 400.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 6,619.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 1,675.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 50.00
	411011.01.01.01.04	ESAX22007D	62CS20	\$ 1,400.00
4200215155 (Mod 6)	292487.04.08	ESAX22007D	62CS20	\$ 6,807.76
	763115.08.04.01.05	ESAX22007D	62CS20	\$ 15,000.00
	136905.01.05.08	ESAX22007D	62CS20	\$ 1,184.00
	136905.01.05.08	ESAX2207D	62CS20	\$ 6,992.00
	292487.04.08.02	ESAX22007D	62CS20	\$ 133,855.56
	411011.01.01.01.04	EXCX22007D	62CS20	\$ 580.00
	411011.01.01.01.04	EXCX22007D	62CS20	\$ 2,497.66
	292487.04.08	ESAX22007D	62CS20	\$ 2,056.98
	292487.08.08.01	ESAX22007D	62CS20	\$ 67,905.45
4200220981 (Mod 7)	197009.10.01.01.10	EXCX22007D	62CS20	\$ 28,106.00
	522632.08.01.01	EXCX22007D	62CS20	\$ 28,106.00
	520871.08.01.01.02	EXCX22007D	62CS20	\$ 28,106.00
	522094.08.01.01.03.02	EXCX22007D	62CS20	\$ 28,106.00
	524238.08.01.01.03	EXCX22007D	62CS20	\$ 28,106.00
	292487.08.08.01	ESAX22007D	62CS01	\$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	\$ 57,593.73



(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 \$6,688,086. 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 – March 20, 2008.

(b) An additional amount of \$167,813 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$6,552,717.25	\$ 135,368.75	\$ 6,688,086.00
IDIQ Estimated Cost	0	\$ 0	0
Provisional Cost Incentive Fee	\$ 84,102.84	\$ 8,111.06	\$ 92,213.90
Provisional Performance Incentive Fee	\$ 241,525.91	\$ 24,333.19	\$ 265,859.10
Total Sum Allotted	\$ 6,878,346.00	\$ 167,813.00	\$ 7,046,159.00

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

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$ 7,212,336	\$ 5,115,336	\$ 89,518	\$ 134,277	\$ 268,555	TBD	TBD	\$ 7,570,409
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	\$ 7,212,336	\$ 2,000,000 + \$ 97,000	\$ 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 \$6,688,086. 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 – March 20, 2008.

(b) An additional amount of \$358,073 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$6,552,717.25	\$ 135,368.75	\$ 6,688,086.00
IDIQ Estimated Cost	0	\$ 0	0
Provisional Cost Incentive Fee	\$ 84,102.84	\$ 8,111.06	\$ 92,213.90
Provisional Performance Incentive Fee	\$ 241,525.91	\$ 24,333.19	\$ 265,859.10
Total Sum Allotted	\$ 6,878,346.00	\$ 167,813.00	\$ 7,046,159.00

Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

**H.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

**The following individuals are considered key personnel:**

(b)(4)



**No facilities are considered Key Facilities for the performance of this effort.**

(End of Clause)

**H.9 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)**

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational