

2. AMENDMENT/MODIFICATION NO. **017** 3. EFFECTIVE DATE **SEP 29 2008** 4. REQUISITION/PURCHASE REQ. NO. **See Schedule** 5. PROJECT NO. (If applicable)

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

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

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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
7057 Old Madison Pike, Suite 200
Huntsville, AL 35806

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. **NNM07AA70C** X

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **52.232-22 "Limitation of Funds", 52.243-2 Changes Cost Reimbursement**

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

	Total Potential Mission & IDIQ Estimated Cost	Total Potential Cost & Performance Incentive Fee	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	\$15,544,474	\$805,606	\$16,350,080	\$11,980,852
This Mod	(-\$ 205,974)	(-\$ 13,923)	(-\$ 219,897)	\$ 1,543,682
New Total	\$15,338,500	\$791,683	\$16,130,183	\$13,524,534

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)
Bobby J. Holden
Contracting Officer

15B. CONTRACTOR/OFFEROR
(Signature)

15C. DATE SIGNED
9/29/08

16B. UNITED STATES OF AMERICA
BY *(Signature)*

16C. DATE SIGNED
SEP 29 2008

NNM07AA70C

Modification 17

A. The purpose of this modification is to: (1) provide incremental funding in the amount of \$1,543,682 in accordance with contract clause B.6 (Contract Funding) and (2) provide an adjustment to contract value due to reduction in scope for the IDIQ Task Orders NNM07AB14T, NNM07AB17T, NNM07AB19T and NNM07AB63T in the total amount of \$219,897.

B. Accordingly, the allotted funding for Mission Services only is increased by \$1,471,575 (from \$11,281,276 to \$12,732,851). The allotted funding for provisional cost incentive fee is increased by \$18,026.75 (from \$182,589.90 to \$200,615.65) and provisional performance incentive fee is increased by \$54,080.25 (from \$536,986.10 to \$591,066.35). Thus, the total allotted funding for the contract is increased by \$1,543,682 (from \$11,980,852 to \$13,524,534).

This modification decreases the Total Potential Mission and IDIQ Estimated Cost by -\$205,974 (from \$15,544,474 to \$15,338,500) and decreases the Total Potential Cost and Performance Incentive Fee by -\$13,923 from (\$805,606 to \$791,683).

Moreover, Per Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), The IDIQ Summation of Task Order Values, Base Year, ESTIMATED COST is decreased by -\$205,974 (from \$1,744,860 to \$1,538,886), TARGET COST is decreased by -\$150,818 (from \$1,330,719 to \$1,179,902), the TARGET COST IF is decreased by -\$3,481 (from \$24,129 to \$20,648), the MAXIMUM COST IF is decreased by -\$5,312 (from \$36,284 to \$30,972), the MAXIMUM PERFORMANCE IF is decreased by -\$10,442 (from \$72,387 to \$61,945) and the TOTAL VALUE is decreased by -\$219,879 (from \$1,841,376 to \$1,621,479).

C. Therefore the contract is changed in the following particulars:

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in its entirety and the revised Table B-1 shown on the enclosed replacement B-2, is substituted in lieu thereof.

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.

D. 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
TABLE B-1	B-2 (Mod 17)	B-2, Mod 13
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 17)	B-7 (Mod 16)

E. 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

NNM07AA70C Modification 17

N/A

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
4200267445 (Mod 17)				\$106,484.00
4200267524 (Mod 17)				\$803,721.00
4200268576 (Mod 17)				\$ 3,852.00
4200268610 (Mod 17)				\$ 33,494.00
4200268661/1 (Mod 17)				\$209,315.00
4200268663 (Mod 17)				\$354,118.00
4200268813 (Mod 17)				\$ 8,742.00
4200269661 (Mod 17)				\$ 5,556.00
4200269957 (Mod 17)				\$ 19,645.00
4200270776 (Mod 17)				\$198,755.00
Funding Allotted This Action				\$1,543,682.00
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
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

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	POTENTIAL 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	\$ 1,538,886	\$1,179,902	\$20,648	\$30,972	\$81,945	TBD	TBD	\$ 1,621,479
2.	Mission Services, Option 1 Year	4-01-08 through 3-31-09	\$ 6,587,278	\$ 5,014,528	\$ 87,754	\$ 131,631	\$ 283,263	TBD	TBD	\$ 6,938,295
2.a. (See Table B-3)	IDIQ Summation of Task Order Values (Option 1)	4-01-08 through 3-31-09	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
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	\$95,780	\$143,640	\$287,279	\$7,427,769

(End of Clause)

B-2 (Mod 17)

(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 \$12,732,851. 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 20, 2008.

(b) An additional amount of \$791,683 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$11,261,276.00	\$1,471,575.00	\$12,732,851.00
IDIQ Estimated Cost	0	\$ 0	0
Provisional Cost Incentive Fee	\$ 182,589.90	\$ 18,026.75	\$ 200,616.65
Provisional Performance Incentive Fee	\$ 536,986.10	\$ 54,080.25	\$ 591,066.35
Total Sum Allotted	\$11,980,852.00	\$1,543,682.00	\$ 13,524,534.00