

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code 08	Page 1	Pages 4
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2. AMENDMENT/MODIFICATION NO. 019	3. EFFECTIVE DATE DEC 02 2008	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	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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; 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)
N/C

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

<input checked="" type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-2
	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 Mission & IDIQ Incentive Fee	Cost Incentive Fee Earned	Performance Incentive Fee Earned	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	\$15,338,500	\$360,099	\$ 156,477	\$ 275,107	\$16,130,183	\$13,524,534
This Mod	\$ 1,571,877	\$ 0	\$ 0	\$ 0	\$ 1,571,877	\$ 0
New Total	\$16,910,377	\$360,099	\$ 156,477	\$ 275,107	\$17,702,060	\$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) Tricia Buckley, Vice President, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A. Iosco Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/02/2008
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED DEC 02 2008

NNM07AA70C
Modification 19

A. The purpose of this modification is to (1) increase the Materials, Supplies, Equipment and Travel cost by \$1,571,877. The Materials, Supplies, Equipment and Travel costs is a plug figure in the contract and is driven by the Government. The request for an adjustment is primarily due to an increase in the number and scope of events Schafer supports for the Office of Strategic Analysis and Communications (OSAC). The Total Potential Contract Mission and IDIQ Value is increased by \$1,571,877 (from \$16,130,183 to \$17,702,060).

B. Section B, Clause B.2, ESTIMATED COSTS AND FEES, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), CLIN 2, ESTIMATED COST is increased by \$1,571,877 (from \$6,587,278 to \$8,159,155). The POTENTIAL TOTAL VALUE is increased by \$1,571,877 (from \$6,938,295 to \$8,510,172).

C. Section B, Clause B.4 COST AND PERFORMANCE INCENTIVE FEE, Page B-4, CLIN 2, ESTIMATED COST, is increased by \$1,571,877 (from \$6,587,278 to \$8,159,155). The ESTIMATED DIRECT COST for Materials, Supplies, Equipment & Travel and Handling charge is increased by \$1,499,167 (from \$1,500,000 to \$2,999,167) and the Handling Charge is increased by \$72,710 (from \$72,750 to \$145,460). The TARGET COST remains unchanged.

D. 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 19

P-08H-185 Revision 1

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

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	\$ 8,159,155	\$ 2,999,167.00 + \$ 145,460	\$ 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.

NNM07AA70C

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	\$129,972	\$222,165	\$ 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	\$ 61,945	\$26,505	\$52,942	\$ 1,621,479
2.	Mission Services, Option 1 Year	4-01-08 through 3-31-09	\$ 8,159,155	\$ 5,014,528	\$ 87,754	\$ 131,631	\$ 263,263	TBD	TBD	\$ 8,510,172
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	\$95,760	\$143,640	\$287,279	\$7,427,769

(End of Clause)