

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code 08	Page 1	Pages 3
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2. AMENDMENT/MODIFICATION NO. 020	3. EFFECTIVE DATE 12/31/2008	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

Bobby J. Holden  
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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	(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)  
N/C

**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) Limitation of Fund Clause 52.232-22

**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	\$16,910,377	\$360,099	\$ 156,477	\$ 275,107	\$17,702,060
This Mod	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 976,466
New Total	\$16,910,377	\$360,099	\$ 156,477	\$ 275,107	\$17,702,060	\$14,501,000

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) Bobby J. Holden Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA BY <i>Bobby J. Holden</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 12/31/08
(Signature of person authorized to sign)	

NNM07AA70C  
Modification 20

A. The purpose of this modification is to (1) provide incremental funding in the amount of \$976,466.

B. Accordingly, the allotted funding for Mission Services is increased by \$976,466 (from \$13,524,534 to \$14,501,000). The allotted funding for provisional cost incentive fee remains unchanged at \$200,615.65 and the provisional performance incentive fee remains unchanged at \$591,066.35). Thus the total allotted funding for the contract is increased by \$976,466 (from \$13,524,534 to \$14,501,000)

C. 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.

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.

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Clause B.6	B-7(Mod 20)	B-7 (Mod 17)

E. 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
4200275668 (Mod 20)				\$ 6,494.00
4200276298 (Mod 20)				\$ 84,452.00
4200277696 (Mod 20)				\$ 31,214.00
4200277278 (Mod 20)				\$670,227.00
4200278291 (Mod 20)				\$ 88,659.00
4200278467 (Mod 20)				\$ 81,659.00
4200278922 (Mod 20)				\$ 13,761.00
<b>Funding Allotted This Action</b>				<b>\$ 976,466.00</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

## "Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
	292487.08.08.01	ESAX22007D	62CS01	\$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	\$ 57,593.73
4200220981 (Mod 7)	136905.01.05.08	ESAX22007D	62CS20	\$501,616.00
4200224362 (Mod 8)	511432.07.04	ESAX22007	62CS20	\$10,000.00
4200217186 (Mod 8)	132438.11.02	ESAX22007D	62CS20	\$72,418.00
4200228331 (Mod 10)	329231.01.06.08	ESAX22007D	62CS20	\$186,130.30
	132438.01.10.01	ESAX22007D	62VP01	\$70,217.00
	526282.01.08.15	ESAX22008D	62EO01	\$20,000.00
4200228412 (Mod 10)	329231.01.06.08	ESAX22007D	62CS20	\$500,000.00
4200228519 (Mod 10)	329231.01.10.08	ESAX22007D	62CS200	\$61,000.00
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
4200237450 (Mod 12)	292487.08.08.06	ESAX22008D	62CS10	\$50,000.00
	292487.08.08.08	ESAX22008D	62CS20	\$50,000.00
	292487.08.08.06	ESAX22008D	62CS30	\$100,000.00
4200240700 (Mod 12)	136905.01.05.08	ESAX22008D	62CS20	\$262,200.00
	136905.10.10.10.10	ESAX22008D	62JP60	\$ 37,800.00
4200242230 (Mod 13)	292487.08.08.06	ESAX22008D	62CS10	\$150,000.00
	292487.08.08.08	ESAX22008D	62CS20	\$56,437.00
	292487.04.08.03	ESAX22008D	62CS20	\$575,750.00
	292487.08.08.06	ESAX22008D	62CS30	\$300,000.00
	329231.01.06.08	ESAX22007D	62CS30	\$54,193.00
		ESAX22007D	62CS01	\$10,000.00
4200247977 (Mod 14)				\$942,496.00
4200248108 (Mod 14)				\$121,435.00
4200251968 (Mod 14)				\$740,044.00
4200252083 (Mod 14)				\$ 36,003.00
4200253763 (Mod 15)				\$ 31,153.00
4200256266 (Mod 15)				\$357,919.00
4200258503 (Mod 15)				\$183,500.00
4200263047 (Mod 16)				\$3,924.00
4200261836 (Mod 16)				\$340,000.00
4200261342 (Mod 16)				\$531,839.00
4200267445 (Mod 17)				\$106,484.00
4200267524 (Mod 17)				\$603,721.00
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
4200269681 (Mod 17)				\$ 5,556.00
4200269957 (Mod 17)				\$ 19,645.00
4200270776 (Mod 17)				\$198,755.00
<b>Total Funding Allotted</b>				<b>\$14,501,000.00</b>

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(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 \$13,709,317. 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 – February 28, 2009.

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

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$12,732,851.00	\$ 976,466.00	\$13,709,317.00
IDIQ Estimated Cost	0	\$ 0	0
Provisional Cost Incentive Fee	\$ 200,616.65	\$ 0.00	\$ 200,616.65
Provisional Performance Incentive Fee	\$ 591,066.35	\$ 0.00	\$ 591,066.35
Total Sum Allotted	\$13,524,534.00	\$ 976,466.00	\$ 14,501,000.00