

2. AMENDMENT/MODIFICATION NO. 021 3. EFFECTIVE DATE FEB 18 2009 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

Bobby J. Holden
Ph.: 256-544-5417
Fax: 256-544-9080
Email: Bobby.J.Holden@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
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. X 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)
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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses 43.103(a)

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	\$16,910,377	\$360,099	\$ 156,477	\$ 275,107	\$17,702,060	\$14,501,000
This Mod	\$ 49,224	\$ 0	\$ 0	\$ 0	\$ 49,224	\$ 0
New Total	\$16,959,601	\$360,099	\$ 156,477	\$ 275,107	\$17,751,284	\$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) Tricia Buckley Vice President, Contracts 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J. Holden Contracting Officer

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 2/13/07 16B. UNITED STATES OF AMERICA BY Bobby J. Holden (Signature of Contracting Officer) 16C. DATE SIGNED 2/18/09

NNM07AA70C
Modification 21

A. The purpose of this modification is to increase the contract value in the amount of \$49,224 for an equitable adjustment due to the increase per Wage Determination 2005-2008, Revision 8, Date of Revision 03/11/2008. The Total Potential Mission and IDIQ Estimated Cost is increased by \$49,224 (from \$16,910,377 to \$16,959,601). The Total Potential Contract Mission and IDIQ Value is increased by \$49,224 (from \$17,702,060 to \$17,751,284).

Moreover, Section B, Clause B.2, ESTIMATED COSTS AND FEES, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), CLIN 2, Mission Services, Option 1 Year, ESTIMATED COST is increased by \$49,224 (from \$8,159,155 to \$8,208,379) and the TARGET COST is increased by \$49,224 (from \$5,014,528 to \$5,063,533). The POTENTIAL TOTAL VALUE is increased by \$49,224 (from \$8,510,172 to \$8,559,396).

Section B, Clause B.4 COST AND PERFORMANCE INCENTIVE FEE, Page B-4, CLIN 2, ESTIMATED COST, is increased by \$49,224 (from \$8,159,155 to \$8,208,379). The ESTIMATED DIRECT COST for Materials, Supplies, Equipment & Travel and Handling charge remains unchanged at \$2,999,167 and the Handling Charge remains unchanged at \$145,460. The TARGET COST is increased by \$49,224 (from \$5,014,528 to \$5,063,752).

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

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), Page B-2, Table B-1, is 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.4, COST AND PERFORMANCE INCENTIVE FEE, Page B-4, Table B.4, TARGET COST is hereby deleted in its entirety and the revised Table B-4 shown on the enclosed replacement B-2, 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, TABLE B-1	B-2 (Mod 21)	B-2 (Mod 19)
B, TABLE B-4	B-4 (Mod 21)	B-4 (Mod 19)

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 21

P-06H-146

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

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	\$ 8,208,379	\$ 5,063,533 <i>5,063,533 Should be</i>	\$ 87,754	\$ 131,631	\$ 263,263	TBD	TBD	\$ 8,559,396
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)

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	\$ 8,208,379	\$ 2,999,167.00 + \$ 145,460	\$ 5,063,752
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.