

2. AMENDMENT/MODIFICATION NO. 000028
 3. EFFECTIVE DATE SEP 04 2009
 4. REQUISITION/PURCHASE REQ. NO. See Schedule
 5. PROJECT NO. (If applicable)

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

NASA/Marshall Space Flight Center
 Procurement Office
 Marshall Space Flight Center AL 35812
 Bobby J. Holden
 Procurement Office/PS33
 NASA/Marshall Space Flight Center
 Phone: 256-544-5417
 Email: bobby.j.holden@nasa.gov
 Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 SCHAFFER CORP
 Attn: Ann Mix
 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 8F406 FACILITY CODE

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 _____ 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 ACKNOWLEDGEMENT 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) Net Increase: \$1,145,241.00
 See Schedule

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

CHECK ONE	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: 52.243-2 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.)

1. The purpose of this modification is to:
 (a) provide incremental funding in the amount of \$1,145,241 in accordance with contract clause B.6 (Contract Funding); the allotted funding for the estimated cost is increased by \$1,070,319 (from \$17,779,789 to \$18,850,108) the allotted funding for provisional cost incentive is increased by \$18,730 (from \$268,017 to \$286,747) and the allotted funding for provisional performance incentive fee is increased by \$56,192 (from \$793,262 to \$849,454). Thus, the total allotted funding for the contract is increased by \$1,145,241 (from \$18,841,068 to \$19,986,309), (b) definitize the contractor's proposal for establishing a dollar threshold for payment of overtime for non-exempt employees working in support of this contract effort and (3) update Table B-1 and Table B-4 in the contract.
 Continued ...

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, V.P. Contracts
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden
 15B. CONTRACTOR/OFFEROR [Signature]
 15C. DATE SIGNED 9/2/09
 16B. UNITED STATES OF AMERICA [Signature]
 16C. DATE SIGNED 9/4/09

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SCHAFFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1(b). Additionally, in accordance with contract clause 52.222-2 (Payment for Overtime Premiums; paragraph a), the contractor is authorized an increase in total allotment of \$188,457 for payment of overtime premiums (from \$224,229 to \$412,686. Accordingly, this modification increases contract value by \$188,457 (from \$23,242,406 to \$23,430,863). The total potential estimated cost amount for Option 1 is increased by \$176,128 (from \$8,208,379 to \$8,384,507) and the Target Cost is increased by \$176,128 (from \$5,063,533 to \$5,239,661) The Maximum Cost incentive fee amount is increased by \$3,082 (from \$131,631 to \$134,713) and the Maximum Potential Incentive Fee is increased by \$9,247 (from \$263,263 to \$272,510). The total for Option 1 is increased by \$188,457 (from \$8,559,396 to \$8,747,853.</p> <p>2. The following paragraph has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change;</p> <p>(a) Table B-1, Estimated Cost and Incentive Fees (b) Table B-4, Target Costs (c) B.6, Contract Funding 1852.232-81</p> <p>3. Contractor's Statement of Release</p> <p>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.</p> <p>Contract Change Identification Contractor Proposal Number</p> <p>NNM07AA70C Modification 28 P-07H-100 Rev1</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. All other terms and conditions of this contract are unchanged and remain in full force and effect.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$188,457.00 New Total Amount for this Version: \$15,860,454.00 New Total Amount for this Award: \$54,113,329.00 Obligated Amount for this Modification: \$1,145,241.00 New Total Obligated Amount for this Award: \$19,986,309.00 Incremental Funded Amount changed: from \$18,841,068.00 to \$19,986,309.00 Contracting Officer changed from Sherry K Fenn to Bobby J Holden</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from \$8,559,396.00 to \$8,747,853.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$1,145,241.00 Incremental Funded Amount changed from \$3,991,321.00 to \$5,136,562.00 Incrementally Funded through date changed from 09/18/2009 to 11/20/2009</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.30.08/000/2510/62/CASX22009D/618I/2/3 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$97,000.00 Percent: 1.36378 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00/2510/62/CASX22009D/361N/3/4 Cost Center 62CS01 GI Account 6100.2511 Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Quantity: 0 Amount: \$2,862.00 Percent: .04024 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP30/6100.2511/62/FC000000/136905.08.05.08.01.0/ 8/000/2510/62/EXPX22009D/234A/1/2 Cost Center 62JP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$2,633.00 Percent: .03702 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510/ /62/EXPX22009D/234A/1/2 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$4,292.00 Percent: .06034 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP02/6100.2511/62/FC000000/136905.08.01.01/000/2 510/62/ESAX22008D/234A/2/3 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$1,730.00 Percent: .02432 Subject To Funding: Payment Address: Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/032278.01.07/000/2510 /62/ESAX22008D/046A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$3,867.00 Percent: .05437 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2 510/62/EXPX22009D/020U/1/43 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$418,786.00 Percent: 5.88794 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2 510/62/EXPX22009D/020U/1/194 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$137,500.00 Percent: 1.93319 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62VP22/6100.2511/62/FC000000/397424.07.02.03.12/00 0/2510/62/SCEX22009D/814L/2/195 Cost Center 62VP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$20,000.00 Percent: .28119 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22009D/361N/3/196 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$135,613.00 Percent: 1.90666 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22009D/361N/4/197 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$61,057.00 Percent: .85843 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22009D/361N/5/198 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$43,016.00 Percent: .60479 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2 510/62/EXPX22009D/020U/1/199 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$216,385.00 Percent: 3.04228 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2 510/62/EXPX22009D/020U/1/200 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$500.00 Percent: .00703 Subject To Funding: Payment Address:				

TABLE B-1												
CLIN	Description	Period Covered	Target Cost	Maximum Cost IF	Estimated Cost	Target Cost IF	Maximum Potential Perf IF	Cost IF Earned	Perf IF Earned	Unearned Cost IF	Unearned Perf IF	Total
1	Mission Services Base Year	04/01/2007 - 03/31/2008	\$5,115,336	\$134,277	\$7,212,336	\$0	\$0	\$129,972	\$222,165	\$1,631	\$4,305	\$7,570,409
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	\$5,190,437	\$136,155	\$8,335,283	\$90,836	\$272,510	TBD	TBD	TBD	TBD	\$8,698,629
	Mission Services Option Year 1	Mod 13 WD	\$49,224		\$49,224	No Fee						\$49,224
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	\$5,177,431	\$135,908	\$6,750,181	\$90,605	\$271,815	TBD	TBD	TBD	TBD	\$7,112,601
CURRENT MISSION VALUE												\$23,430,863
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	\$1,179,902	\$30,972	\$1,538,886	\$0	\$0	\$26,505	\$52,942	(\$5,857)	\$9,003	\$1,621,479
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	\$1,638,207	\$43,007	\$1,784,667	\$28,668	\$86,005	TBD	TBD	TBD	TBD	\$1,899,340
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/2010	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CURRENT IDIQ VALUE												\$3,520,819
CURRENT MISSION AND IDIQ VALUE												\$26,951,682
TABLE B-2												
4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	\$5,310,231	\$139,394	\$6,882,981	\$92,929	\$278,787	TBD	TBD	TBD	TBD	\$7,254,000
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	\$5,471,980	\$143,640	\$7,044,730	\$95,760	\$287,279	TBD	TBD	TBD	TBD	\$7,427,769
4a	IDIQ TO Sum Option Year 3	04/01/2010 - 03/31/2011	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5a	IDIQ TO Sum Option Year 4	04/01/2011 - 03/31/2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TOTAL POTENTIAL VALUE MISSION AND IDIQ												\$14,682,466
TOTAL CURRENT AND POTENTIAL VALUE MISSION AND IDIQ												\$41,634,148

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	\$ 8,335,283	\$ 2,999,167.00 + \$ 145,460	\$ 5,239,880
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 **\$18,850,108**. 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 – November 20, 2009.**

(b) An additional amount of **\$1,136,201** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$17,779,789	\$1,070,319	\$18,850,108
IDIQ Estimated Cost	\$0	\$0	\$0
Provisional Cost Incentive Fee	\$268,017	\$18,730	\$286,747
Provisional Performance Incentive Fee	\$793,262	\$56,192	\$849,454
Total Sum Allotted	\$18,841,068	\$1,145,241	\$19,986,309