

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO 000040	3. EFFECTIVE DATE 06/02/2010	4. REQUISITION/PURCHASE REQ NO See Schedule	5. PROJECT NO (if applicable)
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than item 6) 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	CODE MSFC
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) SCHAFFER CORPORATION Attn: Ann Mix 7057 Old Madison Pike Suite 200 Huntsville AL 35806		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 8F406 FACILITY CODE		9B DATED (SEE ITEM 1)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO NNM07AA70C	
		10B DATED (SEE ITEM 13) 03/20/2007	

**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 Decrease: -\$95,515.00  
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 data, 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 Funds, FAR Clause 52.232-22

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. The purpose of this modification is to deobligate funding in the amount of \$95,515. Thus, the total allotted funding for the contract is decreased by the amount of \$95,515, from \$24,245,467 to \$24,149,952. The anticipated funded through date is July 30, 2010.

The following paragraph has been modified. Slip-sheets to the contract are provided with sidebars indicating change.

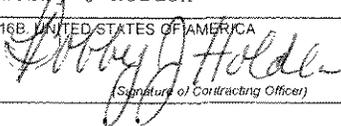
B.6 CONTRACT FUNDING, page B-7 is hereby deleted in it's entirety and the revised Clause B.6, is substituted in lieu thereof.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action

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)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED
16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 06/02/2010

NAME OF OFFEROR OR CONTRACTOR  
SCHAFFER CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Version: \$7,254,697.00            New Total Amount for this Award: \$54,343,483.00            Obligated Amount for this Modification:            -\$95,515.00            New Total Obligated Amount for this Award:            \$24,149,952.00            CHANGES FOR LINE ITEM NUMBER: 7</p> <p>CHANGES FOR ACCOUNTING CODE:            62CS30/6100.2511/FC000000/604746.01.01.05.08/000/2510/62/EXPX22010D/234A            Account code changed from            62CS30/6100.2511/62/FC000000/604746.01.01.05.08/000/2510/62/EXPX22010D/234A/1/2 to            62CS30/6100.2511/FC000000/604746.01.01.05.08/000/2510/62/EXPX22010D/234A            Amount changed from \$14,166.00 to \$0.00            Percent changed from .19527 to 0</p> <p>CHANGES FOR ACCOUNTING CODE:            62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A            Account code changed from            62JP02/6100.2511/62/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A/2/3 to            62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A            Amount changed from \$81,349.00 to \$0.00            Percent changed from 1.12133 to 0</p>				

(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 \$22,856,047. 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 – July 30, 2010**.

(b) The amount of \$1,293,905 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$22,945,313	-\$89,266	\$22,856,047
IDIQ Estimated Cost	\$0	\$0	\$0
Provisional Cost Incentive Fee	\$327,735	-\$1,562	\$326,173
Provisional Performance Incentive Fee	\$972,419	-\$4,687	\$967,732
Total Sum Allotted	\$24,245,467	-\$95,515	\$24,149,952