AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000001	04/16/2007	See Schedule	

6. ISSUED BY CODE PS33, MGC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGC

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,523,310	$346,539	$6,869,849	$1,559,425.00
This Mod	$ 0	$ 0	$ 0	$ 288,326.84
New Total	$6,523,310	$346,539	$6,869,849	$1,847,751.84

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)* Rhoney Triplett, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/16/2007

A. The purpose of this modification is to provide incremental in the amount of $288,326.84 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by $268,143.84 (from $1,450,265 to $1,718,408.84), the allotted funding for provisional cost incentive fee is increased by $5,046 (from $27,290 to $32,336), and the allotted funding for provisional performance incentive fee is increased by $15,137 (from $81,870 to $97,007). Thus, the total allotted funding for the contract is increased by $288,326.84 (from $1,559,425 to $1,847,751.84).

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

Section B, Clause B.6, CONTRACT FUNDING, 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.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7

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
4200197746	698671.04.08.01	ESAX22007D	62DA01	$ 150.00
4200197746	698671.04.08	ESAX22007D	62CS20	$ 60,000.00
4200197746	941672.14.08	ESAX22006D	62CS20	$ 39,520.54
4200197746	986249.01.07.08	ESAX22006D	62CS20	$ 40,000.00
4200197746	136905.01.05.08	ESAX22007D	62CS20	$ 25,625.00
4200197642	981155.09.08	ESAX22006D	62CS40	$ 26,831.30
4200197642	981155.11.05.08	ESAX22006D	62CS40	$ 26,059.00
4200197642	981155.11.05.08	EXCX22006D	62CS40	$ 70,141.00
Funding Allotted This Action				**$ 288,326.84**
Previous Funding (Basic)				
4200195223				**$ 506,432.00**
4200193813				**$1,052,993.00**
Total Funding Allotted				**$1,847,751.84**

(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 $1,718,408.84. 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 7, 2007.

(b) An additional amount of $ 129,343 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$1,450,265	$268,143.84	$1,718,408.84
IDIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	$ 27,290	$ 5,046.00	$ 32,336.00
Provisional Performance Incentive Fee	$ 81,870	$ 15,137.00	$ 97,007.00
Total Sum Allotted	$1,559,425	$288,326.84	$1,847,751.84

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract ID Code 08	Page 1	Pages 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000002	05/31/2007	See Schedule	

6. ISSUED BY CODE PS33, MGC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGC

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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:
	D. OTHER *(Specify type of modification and authority)* FAR Clauses 43.103(b) and 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,523,310	$346,539	$6,869,849	$1,847,751.84
This Mod	$ 0	$ 0	$ 0	$ 937,815.00
New Total	$6,523,310	$346,539	$6,869,849	$2,785,566.84

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)* Rhoney Triplett, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 5/31/2007

"Accounting and Appropriation Data"

Purchase Requisition No.	Amount
4200201601	$ 79,435.00
4200198995	$ 358,380.00
4200199727	$ 50,000.00
4200203654	$ 450,000.00
Funding Allotted This Action	**$ 937,815.00**
Previous Funding	
4200195223 (Basic)	$ 506,432.00
4200193813 (Basic)	$1,052,993.00
4200197746 & 4200197642 (Mod 1)	$ 288,326.84
Total Funding Allotted	**$2,785,566.84**

A. The purpose of this modification is to provide incremental funding in the amount of $937,815.00 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by $884,925 (from 1,718,408.84 to $2,603,333.84), the allotted funding for provisional cost incentive fee is increased by $13,222 (from $32,336 to 45,558), and the allotted funding for provisional performance incentive fee is increased by $39,668 (from $97,007 to $136,675). Thus, the total allotted funding for the contract is increased by $937,815.00 (from $1,847,751.84 to $2,785,566.84).

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

Section B, Clause B.6, CONTRACT FUNDING, 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.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7

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

(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 $2,603,333.84. 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 – August 26, 2007.

(b) An additional amount of $ 182,233 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$1,718,408.84	$ 884,925.00	$2,603,333.84
IDIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	$ 32,336.00	$ 13,222.00	$ 45,558.00
Provisional Performance Incentive Fee	$ 97,007.00	$ 39,668.00	$ 136,675.00
Total Sum Allotted	$1,847,751.84	$ 937,815.00	$2,785,566.84

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000003	06/15/2007	See Schedule	

6. ISSUED BY CODE PS33, MGC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGC

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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:

D. OTHER *(Specify type of modification and authority)*
FAR Part 43.103(a) and 52.232-22, "Limitation of Funds"

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,523,310	$346,539	$6,869,849	$2,785,566.84
This Mod	$ 164,776	$ 11,534	$ 176,310	$1,272,141.25
New Total	$6,688,086	$358,073	$7,046,159	$4,057,708.09

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)*
William Marx, General Manager

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED 6/15/07

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Rhoney Triplett, Jr.
Contracting Officer

16B. UNITED STATES OF AMERICA
BY
(Signature of Contracting Officer)

16C. DATE SIGNED 6/15/2007

A. The purpose of this modification is to provide incremental funding in the amount of $1,272,141.25 in accordance with contract clause B.6 (Contract Funding) and to 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.

B. Accordingly, the allotted funding for the estimated cost is increased by $1,188,917.06 (from 2,603,333.84 to $3,792,250.90), the allotted funding for provisional cost incentive fee is increased by $20,806.04 (from $45,558 to 66,364.04), and the allotted funding for provisional performance incentive fee is increased by $62,418.15 (from $136,675 to $199,093.15). Thus, the total allotted funding for the contract is increased by $1,272,141.25 (from $2,785,566.84 to $4,057,708.09).

C. 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 $176,310 for payment of overtime premiums (from $47,918 to $224,229). Accordingly, this modification increases contract value by $176,310 (from $6,869,849 to $7,046,159). The total potential estimated cost amount is increased by $164,776 (from $6,523,310 to $6,688,086) and the total potential incentive fee amount is increased by $11,534 (from $346,539 to $358,073).

D. Therefore, the contract is changed in the following particulars:

Section B, Clause B.6, CONTRACT FUNDING, 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.

Section I, Clause 52.222-2, PAYMENT FOR OVERTIME PREMIUMS; paragraph a., is hereby deleted in its entirety and the revised Clause 52.222-2, shown on the enclosed replacement page I-2, is substituted in lieu thereof.

E. 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.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7
I, CONTRACT CLAUSES	I-2	I-2

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

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
Modification No. 03 to Contract NNM07AA70C	P-07H-100

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
4200206106	329231.01.06.08	ESAX22006D	62CS20	$ 760,371.25
4200206103	329231.01.06.08	ESAX22006D	62CS20	$ 311,770.00
4200197746	329231.01.06.08	ESAX22006D	62CS20	$ 200,000.00
Funding Allotted This Action				**$1,272,141.25**
Previous Funding				
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
Total Funding Allotted				**$4,057,708.09**

(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 $3,792,250.55. 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 – October 27, 2007.

(b) An additional amount of $265,457.54 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$2,603,333.84	$1,188,917.06	$3,792,250.90
IDIQ Estimated Cost	0	0	0
Provisional Cost Incentive Fee	$ 45,558.00	$ 20,806.04	$ 66,364.04
Provisional Performance Incentive Fee	$ 136,675.00	$ 62,418.15	$ 199,093.15
Total Sum Allotted	$2,785,566.84	$1,272,141.25	$4,057,708.09

Number	Clause/Title	Date
52.216-7	Allowable Cost and Payment *Insert in paragraph:* 30 days	Dec 2002
52.217-8	Option to Extend Services *Insert in paragraph:* 30 days	Nov 1999
52.219-6	Notice of Total Small Business Set-Aside	Jun 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums *Insert in paragraph (a):* $224,229	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-38	Compliance with Veteran's Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-3	Hazardous Material Identification and Material Safety Data -- Alternate I (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)(Aug 2003) (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies	Jun 2003
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-17	Rights In Data-Special Works	Oct 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year *Insert*: September 30, 2007	Apr 1984

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
004	07/23/2007	See Schedule	

6. ISSUED BY CODE PS33, MGC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGC

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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:
	D. OTHER *(Specify type of modification and authority)* FAR Part 43.103(b) and 52.232-22, "Limitation of Funds"

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,523,310	$346,539	$6,869,849	$4,057,708.09
This Mod	$ 164,776	$ 11,534	$ 176,310	$1,026,102.77
New Total	$6,688,086	$358,073	$7,046,159	$5,083,810.86

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)*
	Rhoney Triplett, Jr. Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	7/23/2007

A. The purpose of this modification is to provide incremental funding in the amount of $1,026,102.77 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by $1,026,102.77 (from $3,792,250.90 to $4,818,353.67). The allotted funding for provisional cost incentive fee and provisional performance incentive fee remains unchanged. Therefore, the allotted funding for provisional cost incentive fee is $66,364.04 and the allotted funding for provisional performance incentive fee is $199,093.15. Thus, the total allotted funding for the contract is increased by $1,026,102.77 (from $4,057,708.09 to $5,083,810.86).

C. Additionally, this modification revises contract clauses B.2 (Table B-1) and B.4 (Table B-4) to reflect the current contract value as increased in Modification #3. Accordingly, Clause B.2 (Table B-1), CLIN #1 is revised to reflect the following dollar values: Estimated Cost is increased by $164,776 (from $6,523,310 to $6,688,086). Target Cost is increased by $164,776 (from $4,950,560 to $5,115,336). Target Cost Incentive Fee is increased by $2,883 (from $86,635 to $89,518). Maximum Cost Incentive Fee is increased by $4,325 (from $129,952 to $134,277). Maximum Performance Incentive Fee is increased by $8,651 (from $259,904 to $268,555). The Total Value is increased by $176,310 (from $6,869,849 to $7,046,159). Clause B.4 (Table B-4), CLIN #1 is revised to reflect the following dollar values: Estimated Cost is increased by $164,776 (from $6,523,310 to $6,688,086) and the Target Cost is increased by $164,776 (from $4,950,560 to $5,115,336).

D. 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.

Section B, Clause B.2, ESTIMATED COST AND FEES, Page B-2, is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2, is substituted in lieu thereof.

Section B, Clause B.4, COST AND PERFORMANCE INCENTIVE FEE, Page B-4, is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4, is substituted in lieu thereof.

E. 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-2, B-4, & B-7	B-2, B-4, & B-7

F. 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
4200208588				$ 153,033.08
4200208499				$ 48,771.00
4200211360				$ 484,298.69
4200211826				$ 150,000.00
4200208653				$ 190,000.00
Funding Allotted This Action				**$1,026,102.77**
Previous Funding				
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
Total Funding Allotted				**$5,083,810.86**

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERF IF	COST IF EARNED	PERF IF EARNED	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	$ 6,688,086	$5,115,336	$ 89,518	$ 134,277	$ 268,555	TBD	TBD	$7,046,159
1.a. (See Table B-3)	IDIQ Summation of Task Order Values (BY)	4-01-07 through 3-31-08	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
2.	Option I, Mission Services	4-01-08 through 3-31-09	$6,587,278	$5,014,528	$87,754	$131,631	$263,263	$6,938,295
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	$6,688,086	$ 1,500,000.00 + $ 72,750	$ 5,115,336
2	$ 6,587,278	$ 1,500,000.00 + $ 72,750	$ 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.

(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 $4,818,353.67. 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 – December 18, 2007.

(b) An additional amount of $265,457.19 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$3,792,250.90	$1,026,102.77	$4,818,353.67
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 66,364.04	$ 0	$ 66,364.04
Provisional Performance Incentive Fee	$ 199,093.15	$ 0	$ 199,093.15
Total Sum Allotted	$4,057,708.09	$1,026,102.77	$5,083,810.86

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
005	08/17/2007	See Schedule	

6. ISSUED BY CODE PS33, MGC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGC

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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:
	D. OTHER *(Specify type of modification and authority)* FAR Part 43.103(b) and 52.232-22, "Limitation of Funds"

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,523,310	$346,539	$6,869,849	$5,083,810.86
This Mod	$ 164,776	$ 11,534	$ 176,310	($ 123,031.30)
New Total	$6,688,086	$358,073	$7,046,159	$4,960,779.56

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)*	
		Rhoney Triplett, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	8/17/2007

A. The purpose of this modification is to de-obligate $123,031.30 (Mission Services Estimated Costs line item) in accordance with contract clause B.6 (Contract Funding). The de-obligated funds were placed on the contract via Purchase Requisition # 4200197642.

B. Accordingly, the allotted funding for the estimated cost is decreased by $123,031.30 (from $4,818,353.67 to $4,695,322.37). The allotted funding for provisional cost incentive fee and provisional performance incentive fee remains unchanged. Therefore, the allotted funding for provisional cost incentive fee is $66,364.04 and the allotted funding for provisional performance incentive fee is $199,093.15. Thus, the total allotted funding for the contract is decreased by $123,031.30 (from $5,083,810.86 to $4,960,779.56).

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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7

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
4200197642				($123,031.30)
Funding Allotted This Action				**($123,031.30)**
Previous Funding				
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
Previous Funding Allotted				**$5,083,810.86**
Total Funding Allotted After This Action				**$4,960,779.56**

(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 $4,695,322.37. 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 – December 12, 2007.

(b) An additional amount of $265,457.19 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$4,818,353.67	($123,031.30)	$4,695,322.37
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 66,364.04	$ 0	$ 66,364.04
Provisional Performance Incentive Fee	$ 199,093.15	$ 0	$ 199,093.15
Total Sum Allotted	$5,083,810.86	($123,031.30)	$4,960,779.56

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000051	DEC 27 2010	4200369868	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)
See Schedule

Net Increase: $574,540.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

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

1. The purposes of this modification are to:

a) Provide incremental funding in the amount of $574,540, from $27,565,324 to $28,139,864 and

b) Extend the anticipated funded through date to March 4, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Clause B.6 Contract Funding; Page B-7
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)	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
(Signature of person authorized to sign)		Audrey Renee McMillan (Signature of Contracting Officer)	12-27-10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. All other terms and conditions of this contract are unchanged and remain in full force and effect. 62E003/6100.2511/62/FC000000/769347.05.08.07.01.0/1/000/2510/62/EXCX22011D/733B/1/2 $20,000.00 62CS20/6100.2511/62/FC000000/672854.01.02.01/000/2510/62/EXCX2Z011D $17,700.00 62JP02/6100.2511/62/FC000000/604746.01.01.05.08/000/2510/62/EXPX22011D/234A/3/4 $10,000.00 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/1/84 $117,572.00 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/2/85 $77,744.00 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX12011D/361N/3/86 $149,213.00 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX12011D/361N/4/87 $19,380.00 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/5/88 $162,931.00 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

(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 **$26,401,928.** 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 – March 4, 2011.**

(b) The amount of **$1,542,118** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$25,864,975	$536,953	$26,401,928
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$378,831	$9,397	$388,228
Provisional Performance Incentive Fee	$1,125,700	$28,190	$1,153,890
Total Sum Allotted	$27,369,506	$574,540	$27,944,046

FPDS-NG INPUT SHEET
MODIFICATION FOR
IDC (Indefinite Delivery Contract)

COMPLETE ALL APPLICABLE BLOCKS

General Information

Award Number:* NNM07AA70C
Modification Number:* 51
Reason For Modification:*
Supplemental Agreement for Work within scope

Dates

Date Signed (m/d/yyyy):* 12/27/2010
Last Date to Order (m/d/yyyy):* 3/31/2012
Effective Date (m/d/yyyy):* 12/27/2010

Amounts

	Previous Values	This Action	Total
Action Obligation:*	$27,565,324.00	$574,540.00	$28,139,864.00
Base & All Options Value:*	$54,960,970.00	$0	$54,960,970.00

Purchaser Information

Contracting Office Agency ID:* **8000**
Contracting Office Agency Name: **NASA**
Contracting Office ID:* **MSFC0**
Contracting Office Name: **MSFC**

Contractor Information

Vendor Name:* SCHAFER CORPORATION
DBA: SCHAFER CORPORATION
Street: 321 BILLERICA RD
DUNS: (b)(4)
City: CHELMSFORD
Phone: 2565446697
State: MA Zip Code (+4): 18244
Contractor Name From Contract: (b)(4)
Country: US

Contract Data

Type of Contract: **N/A**
Major Program: **N/A**
National Interest Action:* Select One
Type of IDC: **N/A**
Multiple or Single Award IDC: **N/A**
Program Acronym: **N/A**
Cost or Pricing Data: **N/A**
Cost Accounting Standards Clause: **N/A**
Consolidated Contract: (*>$5Million) **N/A**

Legislative Mandates

Walsh-Healey Act:* ☐
Service Contract Act:* ☒
Davis Bacon Act:* ☐

Inter-Agency IDV Authority

Economy Act: ☐
Other Interagency Contracting Statutory Authority (1000 characters):

Product or Service Information

Product/Service Code: **N/A**
Principal NAICS Code: **N/A**
Claimant Program Code: **N/A**
Bundled Contract: *(*> $5M)* **N/A**
GFE/GFP Provided Under This Action:* ☐
Use of Recovered Material: **N/A**
Sea Transportation: **N/A**

Description of Requirement: *(4000 characters)* **N/A**

Competition Info

Extent Competed: **N/A**
Solicitation Procedures: **N/A**
Type of Set-Aside: **N/A**
Evaluated Preference: **N/A**
SBIR / STTR: **N/A**
Statutory Exception to Fair Opportunity: **N/A**
Reason Not Competed: **N/A**
Number of Offers Received: **N/A**
Small Business Competitiveness Demo Program: **N/A**
Commercial Item Test Program: **N/A**
Commercial Item Acquisition Procedures: **N/A**

Preference Programs / Other Data:	
Contracting Officer Business Size Determination:* Other than Small Business	
Subcontract Plan:* Plan Not Required	
NASA Specific Data Elements	
Offeror's Proposal Number:	Advisory/Assistance Services Contract:* ☐
PR Number:* 4200369868	Support Services Type Contract:* ☒
Accession Number:	New Technology or Patent Clause:* ☐
Installation Unique: **62**	Property Financial Reporting:* ☐
Administrator Code:* MEE	Value Engineering Code:* ☐
Contracting Officer Code:* MGM	Security Code:* ☐
Negotiator Code:* MGM	Is Physically Complete: ☐
COTR Organization Code:* CS01	Physically Completion Date (m/d/yyyy):
COTR Name:* FRED HARRINGTON	Final Invoice Paid Date (m/d/yyyy):
Alternate COTR Name:	Funded Through Date (m/d/yyyy):* 3/4/2011
Procurement Placement Code:* BF	Cancellation Date (m/d/yyyy):
Management Reporting Requirements:* NASA Forms 533M 533Q	Solicitation Issue Date (m/d/yyyy): 10/10/2006
Accounting Installation:* Marshall Space Flight Center	Destroy Date (m/d/yyyy):

Contract Administrations Delegated: *(Select One or More Options)*

- ☐ Blanket Delegation
- ☐ Closeout
- ☐ Consent to Subcontract
- ☐ Cost Accounting Standards
- ☐ Engineering or Product Surveillance
- ☐ None
- ☐ Other
- ☐ Post Award Audit
- ☐ Property Administration
- ☐ Quality Assurance
- ☐ Security
- ☐ Transportation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
006	08/17/2007	See Schedule	

6. ISSUED BY CODE PS33, MGC

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33, MGC

Rhoney Triplett, Jr.
Ph.: 256-544-4096
Fax: 256-544-9080
Email: rhoney.triplett-1@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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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:

D. OTHER *(Specify type of modification and authority)*
FAR Part 43.103(b) and 52.232-22, "Limitation of Funds"

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,523,310	$346,539	$6,869,849	$4,960,779.56
This Mod	$ 164,776	$ 11,534	$ 176,310	$ 265,638.41
New Total	$6,688,086	$358,073	$7,046,159	$5,226,417.97

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)*	
		Rhoney Triplett, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY Rhoney Triplett	8/17/2007
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

A. The purpose of this modification is to provide incremental funding in the amount of $265,638.41 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by $265,638.41 (from $4,695,322.37 to $4,960,960.78). The allotted funding for provisional cost incentive fee and provisional performance incentive fee remains unchanged. Therefore, the allotted funding for provisional cost incentive fee is $66,364.04 and the allotted funding for provisional performance incentive fee is $199,093.15. Thus, the total allotted funding for the contract is increased by $265,638.41 (from $4,960,779.56 to $5,226,417.97).

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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7

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
4200215155				$236,879.41
4200213963				$ 28,759.00
Funding Allotted This Action				**$265,638.41**
Previous Funding				
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)				($123,031.30)
Previous Funding Allotted				**$4,960,779.56**
Total Funding Allotted After This Action				**$5,226,417.97**

(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 $4,960,960.78. 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 – December 26, 2007.

(b) An additional amount of $265,457.19 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$4,695,322.37	$265,638.41	$4,960,960.78
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 66,364.04	$ 0	$ 66,364.04
Provisional Performance Incentive Fee	$ 99,093.15	$ 0	$ 199,093.15
Total Sum Allotted	$4,960,779.56	$265,638.41	$5,226,417.97

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
007	09/26/2007	See Schedule	

6. ISSUED BY CODE PS33

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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)* FAR Part 43.103(b) and 52.232-22, "Limitation of Funds"

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,688,086	$358,073	$7,046,159	$5,226,417.97
This Mod	$ 0	$ 0	$ 0	$732,162.73
New Total	$6,688,086	$358,073	$7,046,159	$5,958,580.70

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	9/26/07

FAR (48 CFR) 53.243

A. The purpose of this modification is to provide incremental funding in the amount of $732,162.73 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for the estimated cost is increased by $732,162.73 (from $4,960,960.73 to 5,693,123.51). The allotted funding for provisional cost incentive fee and provisional performance incentive fee remains unchanged. Therefore, the allotted funding for provisional cost incentive fee is $66,364.04 and the allotted funding for provisional performance incentive fee is $199,093.15. Thus, the total allotted funding for the contract is increased by $732,162.73 (from $5,226,417.97 to $5,958,580.70).

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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7

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
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
	292487.08.08.01	ESAX22007D	62CS01	32,423.00
	492631.31.08	ESAX22007D	62CS20	57,593.73
	136905.01.05.08	ESAX22007D	62CS20	501,616.00
Funding Allotted This Action				**$732,162.73**
Previous Funding				
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
Total Funding Allotted				**$ 5,958,580.70**

(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 $5,693,123.51. 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 – January 27, 2008.

(b) An additional amount of $265,457.19 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$4,960,960.78	$732,162.73	$5,693,123.51
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 66,364.04	$ 0	$ 66,364.04
Provisional Performance Incentive Fee	$ 199,093.15	$ 0	$ 199,093.15
Total Sum Allotted	$5,226,417.97	$732,162.73	$5,958,580.70

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	8

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable*)
008	NOV 0 7 2007	See Schedule	

6. ISSUED BY CODE PS33

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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; o
(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)*
See Page 1a

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)* FAR Part 43.103(a) and 52.232-22, "Limitation of Funds" and Changes Clause

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,688,086	$358,073	$7,046,159	$5,958,580.70
This Mod	$ 0	$ 0	$ 0	$ 82,418
New Total	$6,688,086	$358,073	$7,046,159	$6,040,998.70

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)*
John J. Rudd, Director of Contracts	Bobby J. Holden Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	11/01/07	BY *(Signature of Contracting Officer)*	11/7/07

A. The purpose of this modification is to: (1) provide incremental funding in the amount of $82,418 in accordance with contract clause B.6 (Contract Funding) and (2) incorporate NFS Clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources, May 2007 into the contract at no cost to the Government.

B. Accordingly, the allotted funding for the estimated cost is increased by $77,026.17 (from $5,693,123.51 to 5,770,149.68). The allotted funding for provisional cost incentive fee is increased by $4043.87 (from $66,364.04 to $70,407.91) and provisional performance incentive is increased by $1,347.96 (from $199,093.15 to $200,441.11). Thus, the total allotted funding for the contract is increased by $82,418 (from $5,958,580.70 to $6,040,998.70).

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.

Section I, Clause I.10, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES, (November 2004)(DEVIATION) Page I-11 through Page I-14, are hereby deleted in its entirety and the revised Clause I-10, shown on the enclosed replacement Page I-11 through I-14 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7
I – CONTRACT CLAUSES, Clause I-10	I-11 thru I-14 (Mod 8)	I-11 thru I-14 (Basic)

E. Contractor's Statement of Release

In consideration of the modification 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 proposals 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 8	N/A

F. 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
4200224362 (Mod 8)	511432.07.04	ESAX22007D	62CS20	$10,000
4200217186 (Mod 8)	132438.11.02	ESAX22007D	62CS20	$72,418
Funding Allotted This Action				**$82,418**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$32,423.00
	492631.31.08	ESAX22007D	62CS20	$57,593.73
	136905.01.05.08	ESAX22007D	62CS20	$501,616.00
Total Funding Allotted				**$6,040,998.70**

(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 $5,770,149.68. 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 – January 31, 2008.

(b) An additional amount of $270,849.02 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$5,693,123.51	$ 77,026.17	$ 5,770,149.68
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 66,364.04	$ 4,043.87	$ 70,407.91
Provisional Performance Incentive Fee	$ 199,093.15	$ 1,347.96	$ 200,441.11
Total Sum Allotted	$ 5,958,580.70	$ 82,418.00	$ 6,040,998.70

contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AkinsCrisp Public Strategies, 116 Jefferson Street, Suite #305, Huntsville, AL 35801
AI Signal Research, Inc. (ASRI), 3411 Triana Blvd., SW, Huntsville, AL 35805

(End of Clause)

I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal *Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal* Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall –

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a –

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable,*
009	NOV 19 2007	See Schedule	

6. ISSUED BY CODE PS33

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a

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)* FAR Part 43.103(a) and Changes Clause

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,688,086	$358,073	$7,046,159	$6,040,998.70
This Mod	$ 0	$ 0	$ 0	$ 0
New Total	$6,688,086	$358,073	$7,046,159	$6,040,998.70

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)*
William Marx General Manager	Bobby J. Holden Contracting Officer
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 11/19/07
16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 11/19/07

A. The purpose of this modification is to: (1) increase the IDIQ maximum quantity amount for the base year (2) decrease the maximum IDIQ amount for Option 3 and Option 4 (3) incorporate labor category for Subject Matter Expert IV (SME IV) and (4) update the PWS and DPD 1140 revisions that resulted in the inclusion of the revised IT Security clause. No increase in contract value is associated with the inclusion of requirements delineated above. Therefore the contract is changed in the following particulars:

B. Section B, Supplies or Services and Price/Costs, Paragraph B.3, Indefinite Delivery/Indefinite Quantity (IDIQ), IDIQ CLIN 1.a, Base (Year 1) increase the Maximum Quantity by $1,000,000 from $1,250,000 to $2,250,000.

C. Section B, Supplies or Services and Price/Costs, Paragraph B.3, IDIQ CLIN 4.a, Option 3, (Year 4), decrease the Maximum Quantity by $500,000 from $4,000,000 to $3,500,000.

Also, Paragraph B.3, IDIQ CLIN 5.a., Option 4, (Year 5), decrease the Maximum Quantity by $500,000 from $4,500,000 to $4,000,000.

D. Attachment J-1, Performance Work Statement (PWS) is hereby deleted in it's entirety and replaced with the revised PWS which incorporates revisions to Paragraph 3.6 of the document.

E. Attachment J-5, Schedule of Fully Burdened Not to Exceed IDIQ Labor Rates for the Prime Contractor – PWS 7.0, add Labor Category for Communications Subject Matter Expert IV (SME IV) to the contract. The SME IV rates will apply to the Schafer Corporation and any teammates/subcontractors performing senior, specialized IDIQ efforts in the Washington, DC and other major metropolitan areas.

F. Attachment J-13, Data Procurement Document (DPD), dated April 1, 2007 is hereby deleted in it's entirety and replaced with DPD dated November 15, 2007 which incorporates revisions to DRD No. 1140CD-001, Contractor Information Technology Security Program Plan.

G. 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-3 (Mod 9)	B-3 (Basic)
Attachment J-1	J-1-1 thru J-1-22 (Mod 9)	J-1-1 thru -1-20 (Basic)
Attachment J-5	J-5-1 (Mod 9)	J-5-1 (Basic)
Attachment J-13	J-13-1 thru J-13-33 (Mod 9)	J-13-1 thru J-13-28 (Basic)
Attachment J-17	J-17-2 (Mod 9)	J-17-2 (Basic)

H. Contractor's Statement of Release

In consideration of the modification 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 proposals 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 9	N/A

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

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

(a) The IDIQ portion of this contract is only applicable to the work described in Attachment J-1, PWS 7.0, Indefinite Delivery/Indefinite Quantity (IDIQ). This work will be authorized via task orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.2 and H.3.

(b) This clause establishes the minimum and maximum quantity values including cost and performance incentive fees for each IDIQ CLIN of the contract as set forth in Table B-3 below.

TABLE B-3 IDIQ MINIMUM AND MAXIMUM VALUES

IDIQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
1.a.	Base (Year 1)	$0.00	$2,250,000
2.a.	Option 1 (Year 2)	$0.00	$2,250,000
3.a.	Option 2 (Year 3)	$0.00	$4,000,000
4.a.	Option 3 (Year 4)	$0.00	$3,500,000
5.a.	Option 4 (Year 5)	$0.00	$4,000,000

(c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the Mission Services CLINs.

(d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(e) The actual estimated cost and fee values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3. A reconciling unilateral modification to the contract will be periodically issued that reflects the current task order summation value in Clause B.2.

(End of Clause)

B.4 COST AND PERFORMANCE INCENTIVE FEE

(a) There are two (2) separate incentive fee pools for cost and performance that will be used to determine incentive fee earned and paid to the contractor for performance of the contract.

Note to Prospective Offerors: The Government expects that of the total fee proposed, 25 percent will be allocated by the Offeror to the cost incentive fee and 75 percent will be allocated to the performance incentive fee.

(b) Cost Incentive Fee:

(1) The target cost, target cost incentive fee, and maximum cost incentive fee applicable to each Mission Services CLIN are set forth in tables B-1 and B-2. Attachment J-5 sets forth the IDIQ target and maximum fee rates for each IDIQ CLIN. The minimum cost incentive fee for each CLIN shall be $0.00.

(2) For the Mission Services CLINs, the target cost for the purposes of determining the cost incentive fee earned and paid in accordance with this Clause and Clause B.5, Incentive Fee, shall be the total estimated cost less the estimated direct cost for purchased materials,

ATTACHMENT J-1

PERFORMANCE WORK STATEMENT (PWS)

1.0 Scope

2.0 OSAC Mission

3.0 Program Management
- 3.1 Contract Management
- 3.2 Property Management
- 3.3 Occupational Safety and Health
- 3.4 Work Management
- 3.5 Data Collection
- 3.6 Information Technology Security

4.0 Strategic Research & Analysis
- 4.1 Environmental Monitoring
- 4.2 Stakeholder Analysis
- 4.3 Audience Research
- 4.4 Measuring Communication Effectiveness
- 4.5 Benchmarking

5.0 Communication Strategy, Planning and Message Management
- 5.1 Communication Goals & Strategy
- 5.2 Communication Plans
- 5.3 Key Message Development and Management
- 5.4 Channel Relationship Development

6.0 Communication Services and Product Development / Delivery
- 6.1 Center Collateral Development
- 6.2 Executive Communications
- 6.3 Employee Communications
- 6.4 Public Inquiry Responses
- 6.5 Media Products
- 6.6 Web Content Management
- 6.7 Technical Documents and Products
- 6.8 Exhibits
- 6.9 Events

7.0 Indefinite Delivery/Indefinite Quantity

1.0 Scope

The scope of this Performance Work Statement (PWS) provides comprehensive communications services to support the Office of Strategic Analysis and Communications (OSAC) in achieving the communication goals and strategies of NASA and Marshall Space Flight Center (Marshall). To that end, OSAC will execute an overarching communication strategy that includes clearly and consistently communicating NASA's strategic vision and guidance, and Marshall's direction, roles, capabilities, and expectations – internally and externally – to various stakeholder groups. In accomplishing these communication activities that directly support the advancement of Agency goals and Marshall mission assignments, the contractor shall provide communications related support as outlined below.

The contractor shall support Marshall in implementing and maintaining a strategic communications capability that integrates and aligns the Center's communications with Agency direction to enable informed communications and manage effective stakeholder relationships for advancement of NASA's strategic goals. The communications capability shall consist of three primary, integrated functional areas: strategic research & analysis; communication strategy, planning and message management; and communication services and product development/delivery.

Strategic research & analysis, as described in PWS 4.0, shall serve as the foundation for communications by infusing research and analysis results into the development of strategy and planning consistent with Agency direction; message management aligned with NASA's key messages; and communication services and products required by the Center and its assigned programs and projects. Communication strategy, planning and message management, as described in PWS 5.0, shall serve as a major cohesive element and drives all communication service and product development activities. Communication services and product development / delivery, as described in PWS 6.0, shall provide vehicles and venues for communications with NASA and Marshall's stakeholders. A visual representation of this communication process is included in Attachment J-11.

In performing the requirements of the PWS, the contractor shall clearly demonstrate an understanding of the difference between communications and strategic communication as an integrative process guiding strategy and messaging through audience-driven delivery mechanisms. The contractor shall ensure that communications are based on a clear understanding of the targeted audience and convey NASA direction and guidance and Marshall's role and responsibilities in accomplishing the Agency's missions. Messages must be designed to reach and connect with the desired audience in a compelling format, and the right mix of channels must be selected to obtain the desired exposure and outcomes. The contractor shall measure communication results and incorporate refinements into future communication strategies.

In order to establish successful communication capabilities, the contractor shall develop, implement, and execute a comprehensive suite of services, products, tools, and techniques across all functional and sub-functional elements within the PWS.

The contractor shall support OSAC management and OSAC's customers in a responsive, integrated, and communicative manner. The contractor shall work as a team with OSAC to contribute to the organization's success. The contractor shall demonstrate an understanding of OSAC's communication mission and act as a member of an integrated OSAC team in providing new and innovative communication services.

OSAC's Communication Mission

Consistent with Agency direction and guidance, OSAC, as Marshall's organization chartered to develop and manage the Center's communications system, is responsible for creating, preserving, and strengthening support for NASA's vision and missions, and ensuring that analysis and communications are integrated and aligned with NASA direction and guidance and Marshall mission assignments. OSAC's Organizational Chart, Attachment L-7, shows communication functions and performance management functions as outlined below:

Communication Management:

OSAC's communication mission is to develop, execute and guide a strategic communications capability to manage stakeholder relationships based on agency direction, program intelligence, and center strategies and priorities. OSAC will fulfill its mission by:

- Building a communication system (people, processes, tools) that is recognized within Marshall as the preferred provider of communication strategy, products and services and as a critical capability to enable Marshall's future
- Enabling message-sharing and exchange to promote an accurate and positive representation of Marshall throughout NASA and the external community with communication products and services
- Increasing the Center workforce's knowledge about NASA direction and guidance and Marshall's goals and objectives in fulfilling the Center's assignments
- Promoting inter-organizational information-sharing across the Center and with key stakeholders
- Supporting accountability for communication within the Center's workforce
- Fostering two-way communication throughout the Center

The infusion of communications into daily activities is essential for organizational health and sustainability. OSAC's mission approach is customer-driven, results-oriented and multi-faceted. OSAC is committed to helping Marshall achieve success through efficient, responsive and timely planning and execution of a continuum of communications products and services.

Performance Management:

OSAC's overall mission also includes the Center's performance management function. This function provides integrated analysis, planning, and evaluation of Marshall's program, project, and institutional performance relative to Agency direction and guidance and Marshall's mission assignments. Performance Management efforts are not included in this PWS.

3.0 Program Management

The contractor shall provide administration and technical management for effective direction, control, and integration of all efforts performed under this contract. This includes the development and execution of a disciplined management philosophy and clearly defined processes and tools to be applied and integrated throughout contract activities to meet all requirements of the performance work statement. The contractor shall provide a system to measure and monitor contact performance on all PWS activities. Additionally, the contractor shall be required to travel in support of various PWS activities.

The contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1140 (Attachment J-13). The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

In performing the effort delineated in this PWS, the contractor shall provide systems and applications associated with the six covered Electronic and Information Technology Accessibility product groups specified below. All systems and applications associated with these groups shall comply with the applicable standards contained with the Federal Acquisition Circular 97-27, Electronic and Information Technology (EIT) Accessibility, Section 508 of the Rehabilitation Act of 1973 by implementing the applicable Technical Standards (Subpart B) including:

1) Software Applications and Operating Systems (1194.21)
2) Web-based Intranet and Internet Information and Applications (1194.22)
3) Telecommunications Products (1194.23)
4) Video or Multimedia Products (1194.24)
5) Self-Contained Closed Products (1994.25)
6) Desktop and Portable Computers (1194.26)

The contractor shall comply with the requirements of the Americans with Disabilities Act.

3.1 Contract Management. The contractor shall provide planning, integration, and management of all contract activities to ensure disciplined and quality performance of work and timely application of resources necessary for work completion. Contract management effort shall apply to the entire performance work statement (PWS); including, the mission schedule and all Indefinite Delivery/Indefinite Quantity (IDIQ) task orders issued by Marshall.

The contractor's plan and approach for contract administration and technical management shall be documented and submitted in a Management Plan in accordance with DRD 1140MA-001. The contractor shall clearly document in the Management Plan the integrated processes by which the PWS will be performed. The contractor shall provide and use an integrated management system to monitor and measure performance of planning, scheduling, progress reporting, quality assurance, and completion of work orders or projects. This shall include an automated electronic work order management system for life cycle management of all work orders and shall include the capability to provide real-time current and historical status of all work orders from initiation to completion.

In support of the contractor's management approach, the contractor shall prepare and submit the following: Financial Management Report (533M and 533Q) in accordance with DRD 1140MA-002; Quarterly and Monthly Technical Progress Reports in accordance with DRD

1140MA-003; Badged Employee and Remote IT User Listings in accordance with DRD 1140MA-004; Contractor Employee Clearance Documents in accordance with DRD 1140MA-005; Position Risk Designation for Non-NASA Employee Forms in accordance with DRD 1140MA-006; and Organizational Conflict of Interest (OCI) Avoidance Plan in accordance with DRD 1140MA-007.

3.2 Property Management. The contractor shall implement an inventory control system for all controlled property and equipment. The contractor shall prepare and maintain a database identifying and listing all equipment, materials, tools, etc., provided by the Government for use by the contractor in the performance of contracted effort, and for which the contractor has been given physical custody. The Government Property Management Plan shall be prepared and maintained in accordance with DRD 1140LS-001.

The contractor shall comply with the following specifications and government work instructions:

MWI 4220.1	Space Utilization, Communications Furniture, Relocation, and Special Event Services
MWI 4200.1	Equipment Control
MWI 4300.1	Disposal Turn-Ins / Reutilization Screening
MWI 4500.1	Property Support: Furniture Operations, Retail Supply Operations, Warehousing, and Food Services
MWI 4520.1	Receiving
MWI 4520.2	Use of Procurement Discrepancy Tracking System (PDTS)
MPR 4000.2	Property Management
FAR Part 45	Government Property
NFS Part 1845	Government Property

3.3 Occupational Safety and Health. The Contractor shall establish and implement an industrial/occupational safety, health, and environmental program and provide a Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1140SA-001. The contractor's industrial/occupational safety, health, and environmental program shall incorporate the following:

a. Management leadership and employee involvement.
b. System and worksite analysis.
c. Hazard prevention and control.
d. Safety and health training.
e. Environmental compliance.

The contractor shall report mishaps and safety statistics to the Marshall S&MA Office in accordance with DRD 1140SA-002.

The contractor shall provide building managers and safety monitors for buildings 4466, 4631, and 7214. For these buildings, the contractor shall perform required surveys and reports on chemical inventories and warehouse space requirements.

The contractor shall place special emphasize on safety procedures for all exhibit operations, especially as it relates to the use of hazardous/controlled chemicals, fabrication and heavy equipment usage, transportation, and public safety in all venues, etc.

3.4 Work Management. The contractor shall establish, implement, and maintain an automated electronic work order system required to plan, organize, direct, and control contract activities for materials, supplies, equipment and travel associated with the core mission portion and IDIQ Task Orders. The work order system shall reflect technical and budget content in support of OSAC and OSAC's customers (including Marshall's Engineering Directorate, Shuttle Propulsion Office, Exploration Launch Office, Science & Missions Systems Office and NASA Headquarters Exploration Systems Management Directorate and Public Affairs Office). The contractor shall provide the Government with access to the automated electronic work order management system as depicted in Attachment J-14. The automated electronic system shall be an interactive system to be used by the government and the contractor. The automated electronic system shall provide electronic routing and approval of work orders (WOs) to authorized government and contractor approving officials. In addition, the contractor's automated system shall track the status of each WO from planning/initiation to completion and record projected and actual resources data for each. This data shall be reported by unique project numbers (UPN) and have direct tracking capability to the estimated and actual costs back in the contractor's Financial Management Report (per DRD 1140MA-002) at all levels down to WO cost sub-elements and organizational funding levels. The contractor's automated electronic system shall be an integrated system that allows insight and management of the PWS requirements.

The contractor's automated electronic work order management system shall provide a unique project numbering system with traceability of tasks through their lifetime; electronic notification of the order's status; approval tracking, revision tracking, traceability to a minimum of PWS level 3, delineation of inactive and active tasks, period of performance of each task, and estimated and actual costs. The system shall be capable of allowing the COTR, Performance Monitors, and Contractor Program Manager the ability to review and approve each work order prior to beginning the task.

Each Work Order shall include: a WO number allowing traceability to OSAC or the requesting organization; traceability to a minimum of PWS level 3; name of the government requesting official; work order initiator; work order description and/or objectives; total estimated and actual costs by major cost element, as applicable (such as materials, supplies, equipment and travel, etc.); deliverables and milestone dates; benefiting program(s); and special instructions.

The automated electronic work order system shall be capable of providing a Cost Summary Report, in spreadsheet form, that contains the following information for the base year and each option year for each organization/customer: WO number; WO title; total estimated and actual costs with and without fee. The Cost Summary Report shall roll-up each PWS level 3 elements into an overall contract performance summary. Additionally, the system shall allow query capability by each UPN element and work order number. The contractor shall submit a monthly work order report in accordance with DRD 1140MA-003, Quarterly and Monthly Technical Progress Reports.

3.5 Data Collection. The contractor shall develop and maintain an integrated, electronic data collection system to capture and store information and content for PWS functional sub-elements. The automated electronic system shall be an interactive system to be used by the government and the contractor. The electronic system shall provide data cross-referencing capability across PWS functional sub-elements to inform and assist in the execution of all strategic communication contract activities. Additionally, the contractor shall provide a relational electronic archive of all final products and plans delivered and accepted by OSAC for version control and reference. The contractor shall provide and maintain a comprehensive

matrix of all databases and systems to be implemented in support of the PWS data control measures. The contractor shall identify administrative POC's, data/information captured by functional sub-element, accessibility requirements, and integration capabilities.

3.6 Information Technology Security. The contractor shall develop and implement a comprehensive information technology security program which addresses the management, operational, and technical aspects of protecting the confidentiality, integrity and availability of information and information technology systems. The IT security program shall ensure the contractor is responsible for information and IT security when physical or electronic access to NASA's computer systems, networks, or IT infrastructure is required or when information systems are used to store, generate, process or exchange information with NASA or on behalf of NASA, regardless of where the information resides. The contractor shall develop and submit a Contractor IT Security Program Plan in accordance with DRD 1140CD-001.

4.0 Strategic Research & Analysis

The contractor shall provide personnel with core competencies comprised of researchers and analysts to provide analysis and interpretation of the external environment and identification of relevant issues and trends important to NASA and Marshall. The strategic research & analysis function will serve as the foundation for the strategic communication program. Strategic research & analysis activities include: environmental monitoring; stakeholder research and analysis; audience research; measuring communication effectiveness; and benchmarking/identifying best practices.

4.1 Environmental Monitoring. The contractor shall support the strategic communications plan through continual monitoring and reporting of external program or technical environment factors that could potentially influence or impact Marshall's ability to successfully accomplish its mission assignments. The contractor shall develop effective strategic communication vehicles consistent with NASA and Marshall goals, which deliver the knowledge gained from external monitoring and assessments. This effort shall provide Marshall with an increased awareness to foster effective decision-making.

4.1.1 The contractor shall provide environmental assessment services to improve program literacy and environmental awareness. These services will provide critical content and information to be incorporated into communication product development activities. Environmental monitoring services shall include, but not be limited to, the following:

- *Synopses of Agency and Center management council minutes, reports and policy;*
- Biographical briefs on key stakeholder and annual external environmental characterizations;
- External environment profiles or special topic research;
- Alerts and news highlight services targeted to Center executives and management.
- Weekly notification of events, headlines, Agency developments and planned products, and pertinent articles that relate to strategic analysis, planning, and management functions;
- Support the strategic research & analysis function to include concentration on Agency, legislative, political, economic, social, technological, and macro- and micro- event monitoring relevant to Marshall's mission assignments;
- Develop daily packages that provide senior management with insight to Marshall external published activities that include sources from newspapers clips, magazines, clip

services, internet, and other media venues (such as TV interviews, news releases issued, etc.).

4.1.2 The contractor shall provide and maintain an integrated calendar of strategic events and external and internal studies and reports of interest to the Agency.

4.2 Stakeholder Analysis. The contractor shall provide research on stakeholders' positions and needs that impact NASA and Marshall's ability to accomplish its mission assignments. Based on the results of this research, the contractor shall provide proposed recommendations, strategies, and products that integrate strategic research and analysis with Marshall's decision-making process. This support provides a crucial interface with the Marshall end-users and is especially important for ensuring timely and appropriate feedback from the end-users for informed senior management decisions.

4.2.1 The contractor shall continuously research internal and external stakeholders' positions and needs to capture critical information such as significant trends, satisfaction measures, future requirements and technology developments. Results shall be analyzed and incorporated into executive summary reports that are used to inform Center planning and message alignment and development. Internal audiences include: NASA Headquarters, NASA Field Centers, and Marshall Employees. External audiences include: Congressional Delegations / Elected Officials / Executive Branch Offices; Aerospace Industry Primes and Contractors; Department of Defense (DoD); Local and Regional Communities; and International, National, and Local Media.

4.2.2 The contractor shall recommend and research topics relevant to Marshall in accomplishment of its missions. Examples include governance, funding stability, budget processes and schedules, acquisition systems and program complexity, technology priorities, organizational structure and culture, and decision processes.

4.3 Audience Research. The contractor shall provide ongoing research and analysis of audience/stakeholders and their evolving needs and requirements for information. This support shall include evaluation and targeting of internal and external audiences to help maximize the communication impact within each group. Audience research and analysis will be critical in assisting OSAC in the development of effective communication plans and implementation strategies that are integrated and aligned with Agency direction and guidance.

4.3.1 The contractor shall continuously research and analyze audience trends; segments; needs and requirements; preferred venues; current and recommended communication channels/vehicles; recommended communication frequency; and recommended communication tactics.

4.3.2 The contractor shall develop audience briefs, presentations, whitepapers, and profiles for NASA / Marshall audiences to support executive communications.

4.4 Measuring Communication Effectiveness. The contractor shall evaluate the effectiveness of key messages, vehicles, and channels to assist in the identification of any communication delivery obstacles; aid in the adjustment of a particular communications approach; or inspire new direction. The contractor shall develop, implement, and maintain a communications measurement system comprised of both quantitative and qualitative methodologies to evaluate pre- and post- event message effectiveness and communication value. The system shall define forecasted, measurable outcomes to judge the effectiveness of

communication implementation. The measurement of communication effectiveness shall be used as a building block for OSAC strategic planning and tactical decision-making.

4.4.1 The measurement system shall gauge the effectiveness of all aspects of the strategic communication program. Data sources may include measurement sources such as: Public & Employee Communications press and exhibits activity metrics; web based content feedback; campaign feedback; value analysis; focus groups, and a variety of surveys (climate survey, customer satisfaction survey, and internal communications survey). The contractor shall assist OSAC in the continuous refinement of data sources and attributes to include in the measurement system.

4.4.2 The contractor shall measure the effectiveness of communication services and products in areas such as: communications activities including results of ongoing communications efforts, tactics, and evaluation of new approaches; message effectiveness including awareness, comprehension and audience reaction; and response or action including level of agreement, debate or acceptance of communications messages, overall attitude of the stakeholder(s) and behavior change. Additionally, the contractor shall utilize measurement results to develop and maintain an accurate baseline of current Marshall communications services and products.

4.4.3 The contractor shall conduct pilot tests for any new instruments / tools used to measure communication effectiveness and customer satisfaction. Pilot tests shall be analyzed for reliability by the contractor and approved by OSAC management prior to implementation. The contractor shall assist OSAC in the administration of all system measurement instruments / tools.

4.4.4 The contractor shall provide communication measurement results, analyses, and proposed recommendations to assist in on-going improvements for strategic planning and communication product development.

4.5 Benchmarking. The contractor shall provide OSAC with process and best practices benchmarking on a wide variety of program processes and/or functions using a broad range of research tools and techniques. This information shall be used to assist OSAC in identifying best practice and process strategies for adoption and integration into an interactive and dynamic strategic communication approach.

4.5.1 The contractor shall identify and develop a broad range of benchmarking tools and techniques that may include informal conversations with customers, quantitative research, in-depth marketing research, surveys, questionnaires, process mapping, and focus groups.

4.5.2 The contractor shall identify and recommend organizations, such as government agencies and industry leaders, to be included in continuous benchmarking efforts that monitor the communication field's state-of-the-art processes and practices. This information will be used to enhance the organization's communication capabilities / processes and to establish a standard of comparison in Center and organizational assessments. The contractor shall also identify and recommend best-practice external entities with whom to establish partnerships.

5.0 Communication Strategy Planning and Message Management

The contractor shall provide strategic communication planners as a core competency for this effort. The communication strategy planning and message management function drives all communication service and product development / delivery activities and serves as a major cohesive element within strategic communications. The contractor shall incorporate the results of strategic research and analysis to assist the Center in ensuring communication strategies, planning and message management activities are integrated and aligned with Agency direction and guidance and Marshall's mission assignments. The contractor shall provide data and analysis that measures the progress toward accomplishing communications goals.

Planning and messaging activities shall include: communication goals & strategy, plans, key messaging, and channel relationship development.

5.1 Communication Goals & Strategy. The contractor shall assist OSAC in ensuring the Center's communications are integrated and aligned with Agency direction and guidance by recommending communication strategies consistent with this purpose. The contractor shall assist OSAC in communication strategy development to address existing communication needs and ensure communications are measured, effective, promote synergy, control cost, and maximize resources. This function shall enable the development of effective communication planning. The contractor shall provide proposed recommendations for the development and continuing enhancement of communication goals and strategies consistent with Marshall's mission assignments.

5.1.1 The contractor shall assist OSAC in researching, recommending and documenting communication strategies and goals; facilitate partnerships with industry, academia, DoD, government agencies, NASA Headquarters, and other NASA Centers; increase workforce knowledge about program performance; engage information sharing, and develop a self-sustaining communication process to support integrating communication and dissemination.

5.1.2 The contractor shall assist OSAC in researching, recommending and documenting strategies for using emerging technologies to more efficiently and rapidly deliver media and other communication products in a manner compatible with the audience / stakeholder needs, requirements, and capabilities to increase coverage of Marshall programs and activities.

5.1.3 The contractor shall assist OSAC in researching, recommending and documenting a variety of outreach strategies that focus on educating and informing members of Congress and staff of relevant programs.

5.2 Communication Plans. The contractor shall develop comprehensive communication plans that are designed to integrate Agency direction and guidance and achieve organizational program goals and objectives consistent with Marshall's mission assignments. The communication plans shall unify multiple activities to form a singular purpose, promote accountability, and support efficiency by focusing communication efforts and maximizing resources. The communication plans shall support the organization's mission and key program objectives and provide the foundation for integrated communication service and product development and delivery. All plans shall be maintained in a relational electronic archive for version control and reference. Communication planning shall be structured to support all functional sub-elements of communication service and product development and delivery activities.

5.2.1 The contractor shall ensure that communication plans are comprehensive and answer key questions such as: which segments of the defined audience(s) shall be addressed; which communication messages and vehicles shall be used to reach targeted audiences; how frequent shall communication occur to audience(s); which vehicles are already serving the defined audience(s); what communication tactics are recommended to reach each audience; and how the effectiveness of tactics will be measured.

5.2.2 The contractor shall assist OSAC in planning for a broad range of government and community outreach initiatives that educate, inform, and build relationships with key stakeholders. The contractor shall identify, research, and oversee the development of a variety of written and audiovisual communication products to support an integrated, regional outreach program to community leaders, news media, community service organizations, programs, and local and regional governments. This effort includes supporting the Center's Speaker's Bureau Program to include research, monitoring, and analysis of the greatest potential for speaking engagements as well as providing recommendations on the most appropriate speaker(s), topics, message, and products for the event. The contractor shall identify speech points of contact, event background information, past performance, and audience demographics. The contractor shall evaluate speakers and provide feedback to OSAC.

5.2.3 The contractor shall identify internal and external publications that are appropriate for inclusion in the public inquiries archives and other communication venues and channels.

5.2.4 The contractor shall research, recommend and document exhibit venue opportunities to appropriately support Marshall's mission assignments and role in support of achieving the Agency's strategic goals.

5.2.5 The contractor shall develop and maintain a report matrix that documents the status of each communication plan and an OSAC strategic calendar for action and decision-tracking. The contractor shall monitor the status of Marshall and OSAC agendas to ensure that they are progressing on time and according to plan. The contractor shall alert OSAC management as accountability reports or deadlines come due.

5.3 Key Message Development and Management. Consistent with Agency direction and planning, OSAC generates and communicates key messages about NASA, and Marshall's progress and plans to provide an accurate and positive representation of the Agency to both internal and external audiences. The contractor shall assist the government in the development and integration of key messages and decisions that are consistent with NASA Agency direction; reflect understandable, repeatable core messages; and are credible to audiences. Key messages shall identify and articulate program objectives and themes to stakeholder groups. The contractor shall establish and implement a key message development and management process that allows Marshall to effectively reach its targeted audiences. This includes continuously refreshing messages, creating new messages to maintain current and relevant content, and ensuring consistency of all messages.

5.3.1 The contractor's message management process shall include: notification to communicators of new Agency direction; development, review, and approval criteria; capture and store capability; and distribution and publishing of key messages and decisions to Marshall management and communicators. The contractor shall infuse key messages into key Center collateral products and provide updates on a quarterly basis.

5.3.2 The contractor shall implement and maintain a key message tool or relational database to store and version control key messages and communication themes. Pertinent information may include: targeted audience, date implemented, revision dates and rationale. Additionally, the contractor shall develop and maintain a Communicator Corner's website, a resource for communicators across the Center that promotes message consistency and currency.

5.3.3 The contractor shall promote key message sharing and exchange by transmitting critical messages and decisions from senior management to those who need it; incorporating key messages and decisions that represent the Agency's vision and mission; implementing a broad range of communication vehicles to reach the Marshall stakeholders; and supporting extensive political and public outreach initiatives.

5.3.4 The contractor shall assist in the development and execution of effective communications by facilitating the creation of recognizable messages that accurately portray organizational-unique capabilities and attributes tailored to each Marshall stakeholders' needs.

5.3.5 In the event of an emergency or crisis, the contractor shall provide immediate support to create, re-establish or re-direct key messaging as necessary to ensure that Marshall maintains the ability to effectively portray its capabilities, attributes, and intentions to its stakeholders.

5.4 Channel Relationship Development. The contractor shall assist OSAC in structuring tailored communication programs, consistent with Agency direction and guidance, and supportive of the Center's overarching communication plans based on channel strategies and relationships through informed media venues such as newspaper, radio, magazines, television, internet, sound bites, etc. Multi-channel integration, value propositions, and media placement / positioning shall be included in the overall channel strategy. The contractor shall provide recommendations on optimum media venues to achieve the most effective communication results.

5.4.1 The contractor shall assist OSAC in channel segmentation based on relationship development and may include major themes such as commitment, cooperation, trust, and conflict management.

5.4.2 The contractor shall also measure media positioning effectiveness though a broad-range of techniques such as perceptional mapping, factor analysis, multi dimensional scaling, etc. It is expected that this aspect of channel relationship development will integrate tightly with the audience research and communication effectiveness measurement functions describe in PWS 4.3 and 4.4.

6.0 Communication Services and Product Development / Delivery

The contractor shall provide personnel with a core competency comprised of "Communicators" to identify and create services and products aligned with Agency direction and guidance and Marshall's organizational objectives and goals driven by mission assignments. This function shall provide vehicles and venues for effective communications with Marshall's stakeholders. Services and products shall be driven by established communication goals, strategies, plans and messages that are informed by the key message management process. The contractor shall also seek opportunities for cross-promotion among communication vehicles and repurposing of content for efficiency and results. Communication Service and Product

Development / Delivery activities shall include: Center collateral development; executive and employee communications; public inquiry responses; media products; web content management; technical documents and products; exhibits; and events management. The contractor shall be required to travel in support of this function with the potential for extensive travel in the areas of media products, technical web content management, and exhibit support.

6.1 Center Collateral Development. The contractor shall assist OSAC in the development, production, and continual enhancement of strategic communication products targeted to specific stakeholder groups. This effort may include coordination with other Center organizations to create products. Center Collateral products include: Center Overview Kit with customized fact sheets and presentations, brochures, posters, and animation / video that include relevant Agency and Marshall messages. This support shall include the creation of high-level communications products with maximum impact and flexibility for leveraging at multiple venues.

6.2 Executive Communications. The contractor shall assist OSAC in the development and implementation of comprehensive, effective executive communications consistent with Agency direction and guidance and Marshall strategies, goals and objectives driven by mission assignments. The contractor shall coordinate within the OSAC organization and with Marshall Programs and Projects and other sources for appropriate, accurate, and consistent information. Executive communication products may include but not be limited to articulate, inspiring, and accurate speeches and speech materials, talking points, articles, white papers, and presentations.

It is expected that strategic research and analysis will be infused into executive communication product development as well as used to prepare executives for their engagements. To promote integration, coordination of executive communication products within OSAC is expected prior to delivery to the executives.

The output of PWS 4.0 that pertains to preparing executives for communicating includes, but is not limited to, information and analysis about the Center and its operations; stakeholder briefs; digest of minutes from council and board meetings; environmental assessments to improve program literacy and environmental awareness; and research papers on important issues that affect Marshall decision making. To meet the objective of preparing the executives, the output of strategic research and analysis must be timely, effectively communicated, and packaged for a high-level executive audience.

6.2.1 The contractor shall coordinate speechwriting actions so that one or more speeches or presentations can be in production simultaneously. This effort shall include support to senior Marshall management, including the Center Director, Deputy Center Director, Associate Directors; and other executives speaking in a variety of public venues.

6.2.2 The contractor shall provide the executives and OSAC with feedback and training on proven and/or innovative tools and techniques to ensure effective and consistent communications. Training shall be provided as requested and shall include proper and effective speaking, diction, and non-verbal cues.

6.2.3 The contractor shall coordinate closely with Marshall technical subject-matter-experts to ensure executive communication materials convey accurate and timely content. Additionally, the contractor shall support executive engagements with both internal and external audiences, including those at top-levels of government.

6.3 Employee Communications. The contractor shall assist OSAC in the development and implementation of comprehensive, effective employee communications that are consistent with Agency direction and guidance and with Marshall's goals and objectives driven by mission assignments. This program shall focus on the creation and management of deliverables to communicate NASA, Marshall, and organizational messages and progress to the workforce. Employee communication products may include but not be limited to: important time-sensitive information and news for Marshall employees; newspaper with news, articles, human interest pieces, announcements, classifieds for Marshall employees; information on upcoming NASA and Marshall events; and updates with web links to Marshall events, news, safety bulletins. Effective internal communications help engage Marshall's workforce and align employee's performance to NASA, Marshall, and organizational goals.

6.3.1 The contractor shall monitor employee communication needs and provide recommended strategies, messages and vehicles to meet those needs to assist in on-going tactical improvements to the internal employee communications program and refinement of integrated communication plans.

6.3.2 The contractor shall assist OSAC in the development, production, and continual enhancement of internal communication vehicles including written, electronic, and broadcast products. All communication products shall be submitted for review to OSAC management in a final layout product ready for publication. The final products shall meet all publication requirements, including formatting for posting on the Marshall World Wide Web Home Page in HTML format.

6.4 Public Inquiries Responses. The contractor shall provide consistent, easily understood communications on Marshall activities in response to public inquiries. This includes responses to complex and general requests on all NASA and Marshall programs, past and present. The contractor shall provide responses by using stock answers when available or refer calls to appropriate experts as needed. When necessary, the contractor shall develop new and updated stock responses consistent with communication strategy planning and message management. Public Inquiry requests shall include written, electronic, walk-in, and telephone requests.

6.4.1 The contractor shall prepare written correspondence for official signature in response to general public inquiries as required.

6.4.2 The contractor shall develop, maintain, and update a database of stock responses to the most frequently asked questions (FAQ). The contractor shall post and keep current all appropriate FAQs in a web-based file.

6.5 Media Products The contractor shall provide media relations support through print and electronic media channels / products to increase public awareness of NASA and Marshall activities. The contractor shall research and identify to OSAC management topics and activities that hold the greatest potential for media appeal. Based on OSAC management approval, the contractor shall develop, compile, and distribute a comprehensive suite of media products for treating those topics. To accomplish this effort, the contractor shall utilize a broad range of news and feature writing skills, public affairs judgment, knowledge of journalistic and photo-journalistic style, news media requirements, public affairs policies, mission and program requirements, and communicate complex technical topics in an easily understood manner.

6.5.1 The contractor shall research and develop resource material and participate in necessary media training. During Marshall-managed missions, the contractor shall also write, coordinate, compile and distribute written and audio status reports for the news media and mission management on research activities, progress, and accomplishments.

6.5.2 The contractor shall research, schedule, and facilitate the preparation of art and photos; coordinate, write, update, proofread, edit, compile, and distribute text; prepare media products for printing or electronic posting; and provide other non-technical writing tasks as needed. In addition, the contractor shall plan, develop, and oversee the creation of photo releases, video files, graphics and other required illustrations to accompany media products.

6.5.3 The Contractor shall provide clear and articulate payload mission commentary using knowledge of public affairs policies and sound public affairs judgment, an understanding of broadcast journalism, as well as radio and television news programming techniques, requirements, and deadlines.

6.5.4 The contractor shall develop and maintain current media product distribution lists and other media-support products; establish and maintain working relationships with national, regional, local, and specialized media in coordination with channel strategy; actively market media products to these outlets, and distribute media product through appropriate channels.

6.5.5 The contractor shall facilitate visits by news representatives to Marshall, in conjunction with media activities. The contractor shall also assist OSAC in operating facilities to which media representatives can visit or call to cover missions or events.

6.5.6 The contractor shall maintain the media electronic archives of media materials / products and ensure Media Relations publications are available to the media in HTML, PDF, and other required PostScript versions. Additionally, the contractor shall ensure that the PostScript versions of media publications can be downloaded at other NASA Centers and printed in their entirety.

6.5.7 The contractor shall identify discussion topics, b-roll, and individuals for live interviews on NASA and Marshall related topics to be conducted via satellite with television news stations and networks nationally and work with television staff to implement.

6.5.8 On a quarterly basis, the contractor shall research, compile, create and distribute special media relations and exhibits metrics reports. Report activity shall be integrated with measurement of communication effectiveness, strategy, and planning.

6.6 Web Content Management. The contractor shall provide support to NASA Headquarters, OSAC, and OSAC customers through web content management and web posting efforts. The contractor shall work with NASA Headquarters and other NASA center media page curators to ensure Marshall information is accurate, appropriate, and highlighted on the NASA Portal and other associated websites. The contractor shall research, monitor, and provide recommendations to OSAC and its customers on web efforts such as procedures, design, and other improvements. These efforts shall highlight the communication goals and objectives of the Agency and Marshall in highly specialized and technical areas.

6.6.1 Basic Web Content Management. The contractor shall support OSAC and its NASA Headquarters Public Affairs Office customers by providing content management of Marshall managed public affairs web sites on the NASA portal. The contractor shall develop

(as necessary), maintain, and post on the web all content for the Marshall Home Page and Marshall News Room web site, including several program media and exhibit sub-sites. Web content shall reflect key messages and themes determined by an integrated communication strategy. This shall include ensuring that the layout, presentation, and information are current, consistent, and accurate. The contractor shall routinely review all web links on, to, or from the current Marshall home page for appropriateness and currency. Additionally, the contractor shall support NASA websites as identified and approved by OSAC management. The contractor shall post NASA and Marshall headline(s) to the Inside Marshall Intranet site regularly.

6.6.1.1 The Contractor shall identify and implement ideas to engage the stakeholders in Marshall space activities through links to live mission and educational activities, electronic inquiries, and other venues that communicate Agency and Marshall messages.

6.6.1.2 The contractor shall meet with other Marshall web site personnel, including the Marshall systems curator responsible for Marshall Home Page server, to ensure inter-connectivity and consistency between the News Room site and other Marshall home pages and web sites.

6.6.2 Science / Technical Content Management. The contractor shall support OSAC and its Science & Mission Systems (S&MS) customer by developing, coordinating, and posting on the web an average of 12 stories per month that contain basic science and technical content. Web content shall be incorporated into an overall, integrated communication plan that addresses Agency direction and guidance for scientific communications. The contractor shall translate English stories into Spanish and develop audio versions of English and Spanish stories. This effort includes the review of complex and detailed scientific, technical literature, and other materials associated with very specialized research areas, to produce written articles and to develop compositions targeted to designated audiences. The contractor shall provide extensive knowledge and understanding of the sciences associated with NASA's research areas, the scientific method and NASA's technology and development approaches. The contractor shall coordinate with Agency and Marshall officials to review, verify and approve all content to ensure compliance with NASA and Marshall guidelines and requirements. In addition, the contractor shall travel to participate in reviews and status meetings at various NASA Centers and at NASA Headquarters. The contractor shall participate in S&MS editorial board process and support planning activities that ensure alignment and integration of site content with Center and S&MS goals.

6.6.2.1 The contractor shall provide quarterly reports and statistical analyses of science communications outcomes and other assessments as requested by NASA. In addition, the contractor shall provide story readership metrics that include but are not limited to audience reach, audio download frequency, and secondary use detection.

6.6.2.2 The contractor shall be responsible for managing and implementing the Science@NASA subscriber's lists. The contractor shall develop and execute enhancement projects to bring science to new audiences including testing and evaluating various uses of subscriptions lists and other public outreach approaches.

6.7 Technical Documents & Products. The contractor shall provide technical document and product development in highly specialized scientific and technical areas. The contractor shall write and edit material for keynote speakers, panel leaders, and technical presenters, and other subject-matter-experts in support of technical and industry reviews, status meetings, and conferences. Additionally, the contractor shall compile technical papers, fact

sheets, technical summaries, meeting minutes, action items, and other relative documentation that describes detailed scientific and technical activities. This support shall provide Marshall stakeholders and audiences with an increased awareness and understanding of the progress of NASA's programs and projects.

6.8 Exhibits. The contractor shall provide management, design, fabrication, and operations support for the Marshall and NASA Headquarters' exhibit program. The exhibit program is comprised of static and traveling exhibits that are designed and updated using a variety of audio / visual products and hardware to detail key messages and themes of NASA, Marshall, and specific organizations. Exhibits are both interior and exterior types, ranging from small models to large theme exhibits. Interior exhibits include a large quantity of models and displays of varying sizes and complexity, specialized audio-visual equipment, prototype hardware, and artifacts (such as a lunar rock) that require special handling. Exterior models include small and large-scale models, and mobile exhibits that require special transportation arrangements. All activities shall be conducted in accordance with MPR 1380.2, "Center Public Exhibits and Requirements Process."

6.8.1 Exhibit Management. The contractor shall be responsible for conducting the implementation of multiple simultaneous exhibit programs throughout the contract performance. The contractor shall respond to all exhibit requirements, including those with rapid turn-arounds, in a timely manner. The contractor shall arrange for support and material for all aspects of exhibit management, including traveling exhibits, communication workshops, mementos, and NASA giveaways. The contractor shall administer all applicable material purchases, such as NASA giveaways, through established NASA Headquarters processes prior to acquisition. Supplies, materials and associated expenditures should be itemized in reports to Strategic Communications on a monthly basis.

6.8.1.1 The contractor shall coordinate all content for exhibit publications through the OSAC message management process and recommend exhibit brochures and other giveaway material (such as pins, buttons, posters or lithographs), and regularly write or update text and graphics, etc., for exhibits.

6.8.1.2 The contractor shall be responsible for owning or leasing the vehicle used to transport HQ sponsored traveling exhibits. The contractor shall maintain all transport vehicles for these exhibits, including but not limited to painting transport vehicles in the same color as the traveling exhibits and affixing NASA insignias on both sides of vehicles.

6.8.1.3 The contractor shall support quarterly safety reviews and monthly safety tours with OSAC management. Additionally, the contractor shall oversee mandatory safety training and required physicals.

6.8.2 Exhibit Design / Fabrication. The contractor shall create, develop, and coordinate new exhibit and display designs considering such things as aesthetics, costs, industry standards, efficient and cost-effective operations, audiences, Agency themes and messages, and Marshall's mission assignments. The contractor shall provide timely fabrication and maintenance to existing exhibits, displays, layout for media and public exhibit information materials, including minor updates and changes as required. The contractor shall incorporate visual, audio, and hands-on materials and effects (i.e., space hardware, scale models, computer programs, live demonstrations, hands-on displays, photographs, illustrations, transparencies, slides, models, typography, dioramas, video productions, animation, creative lighting, sound effects, music, narration, etc.) into new and existing exhibits. The contractor shall produce or

purchase models, limited graphics, special Center mementos for official Center presentations, or mounted, matted, and/or framed photographs. The contractor shall ensure exhibits are designed to maximize efficient maintenance, shipping, setup, teardown, and storage. The contractor shall also ensure that all exhibits receive safety assessments prior to completion. The contractor shall coordinate and prepare exhibits for shipping; assemble and disassemble exhibit items locally, nationally, and occasionally internationally; perform minor at-site repair of exhibit hardware; and ensure the safe operation of all exhibits.

6.8.2.1 The contractor shall possess extensive knowledge and ability to trouble shoot computer networking with approved computer operations systems; repair and maintain multiple projector operations; construct and install exhibit structures; electric wiring and fixtures using hand and power tools; analyze sketches or scale drawings for temporary or permanent display of exhibit structures and determine amount and cost of material required.

6.8.2.2 The contractor shall inform the government when exhibit updates and changes are needed and recommend when decommissioning is required.

6.8.2.3 The contractor shall maintain in good repair the graphics, models, and hardware assigned to the contract on display in the "Heritage Gallery", building 4200 Lobby, the U.S. Space and Rocket Center, and other exhibit locations.

6.8.3 Exhibit Operations. The contractor shall be responsible for coordinating and operating all on-site and traveling exhibit programs for Marshall and its NASA Headquarters customers. Based on government approved communication plans, the contractor shall organize and implement operational activities that support exhibits (identify and coordinate required staffing and support media interviews, editorial boards, school visits, special tours, demonstrations, lectures, talk show appearances, etc). The contractor shall order and distribute publicity products to support exhibit events. The contractor shall be responsible for the transport of exhibits locally, regionally, and nationally.

6.8.3.1 The contractor shall interact with the public, serve as a NASA representative, and act as a tour-guide for all exhibit venues. This effort shall require the contractor to be knowledgeable of NASA / Marshall messages and maintain the most current knowledge of NASA programs and projects. The contractor shall have the ability to convey NASA messages and technologies to the public in a professional and courteous manner as well as instructing other exhibit staff personnel. The contractor shall wear clothing that is NASA identifiable. Clothing will be purchased at the contractor's own expense, and shall be approved by the COTR.

6.8.3.2 The contractor shall plan staffing for all exhibits including coordination of contractor and government support across the Agency and Marshall.

6.8.3.3 The contractor shall provide the following support for all NASA and Marshall exhibit programs: research, compile, propose, coordinate, and update exhibit schedules for the current and following year; complete event cost estimates (travel, per diem, drayage, booth space, etc.); evaluate audience participation; provide attendance estimates; develop proposals for special events; coordinate logistics (booth space, electricity, carpet and other logistical details associated with exhibiting hardware, including pre-payments when necessary); prepare correspondence to transmit approvals/disapprovals; coordinate loan agreements where applicable; arrange shipping for documents and other information to sponsors and requesters of

NASA exhibits; develop and maintain exhibit files; and provide after-action reports for major events (including newspaper clips and other media coverage).

6.8.3.4 The contractor shall be responsible for transporting and delivering all traveling exhibits to scheduled display sites. Responsibilities include the following: consideration of all variables that will affect route time to the event; maintaining functionality of the exhibit set-up, support, and disassembly (such as exterior and interior audio visual equipment, electrical hook ups and access to power outlets, exterior exhibits, and disassembly in preparation for safe transport to other designated venues or safe holding); configuring the exhibit to support the duration of each scheduled event; maintaining the exhibit so that the interior and exterior of the entire exhibit are clean and ready at all times; coordinating and verifying with host sites the logistics requirements related to placement of the exhibit and operations of the trailer (such as level parking, clearance, and safety concerns); and assisting the exhibit team in scheduling and booking arrangements, metrics, and reports.

6.8.3.5 In support of HQ sponsored traveling exhibits, the contractor shall carry and provide proof of all current state and federal certifications (including Federal Administrations, Single State Registration, Interstate Fuel Tax Agreement, and all other certificates and registrations required for a company to legally engage in and profit from the interstate transport of contractor owned / leased property). In addition, the contractor shall be responsible for making repairs while on the road as needed (all repairs above $500.00 must be coordinated for approval); identifying maintenance problems and provide recommended actions to be taken in a manner that will not impact the exhibit schedule; delivery of the traveling exhibits to and from authorized maintenance and repair firms as needed (repairs greater than $500.00 shall be pre-approved by the Marshall technical representative in writing); provide in writing the repairs and modifications needed and suggest vendors, if applicable, to continue operations and functionality of the exhibit. The contractor shall also retain copies of all set-up instructions, cleaning and repair procedures, warrantees, equipment purchase agreements, and maintenance records for future reference. The records shall be provided to NASA at the end of the contract or when requested by NASA.

6.8.3.6 The contractor shall be responsible for all safety requirements in and around traveling exhibits including safety validation of the exhibits and all exhibit operations, processes, and procedures. Safety requirements shall include: maintenance of all safety equipment; identifying and upgrading all equipment that does not meet safety standards; identification of potential hazards and concerns while at an event; and safety of all visitors in and around the exhibits. In addition, safety responsibilities include defining and implementing established procedures for immediate contact to "911" in the event of an emergency and notification of local police / security during a threatening situation.

6.8.3.7 The contractor shall assist disabled visitors with safe ingress and egress to/from exhibits; ensure publication storage / stocking; and adjust temperature, lighting, audio and video levels. The contractor shall ensure that traveling exhibits and all associated equipment are secure at all times. The contractor shall be responsible for maintaining the entire exhibit and maintaining a clean appearance for public presentation, which includes: vacuuming the floors, sweeping inside and outside the exhibit, wiping down the walls and screens, and cleaning the floors.

6.8.4 Property / Inventory. The contractor shall implement and maintain an electronic inventory control system to track, control, and distribute all publications and Government furnished, contractor acquired property. The contractor shall track, store, maintain,

ship and receive the exhibit inventory to be used in museum loans and other venues. In addition, the contractor shall warehouse, stock, and deliver to distribution sites a consolidated inventory of publications for Marshall's media, exhibits, public inquiries, employee relations, government, community, and guest operations. This effort includes providing bulk quantities of publications from on-hand inventories as requested. Additionally, the contractor shall store and manage publications for current and future reference documents and publications in the appropriate medium (hard copy or electronic). Documents and publications include: fact sheets; news references; press kits for Shuttle missions; information and mission summaries; brochures; standardized responses to inquiries; and audiovisual resources such as still photos. The contractor shall comply with the Government property clauses specified elsewhere in the contract.

6.9 Event Management. The contractor shall assist Marshall in coordinating, facilitating, and implementing event management activities in support of Marshall sponsored center and special events. The contractor shall provide support for multiple events occurring at the same time and at various locations. Events may be on-site in the local commuting area or at a remote location requiring overnight stays. The contractor shall maintain contacts, technical experts, purchasing sources, and other resources to respond rapidly to last minute or quick-turnaround requirements. The contractor shall support and coordinate Marshall vendor services, including filling out all necessary paperwork, and procuring services in a timely manner.

6.9.1 Event Coordination. The contractor shall provide special event coordination to organize conferences, meetings, workshops, technical interchange meetings, symposia, display areas, outdoor activities, and other on-site and off-site events. The contractor shall coordinate with the requestor to determine event needs. The contractor shall support and coordinate all event logistical requirements. The contractor shall arrange all logistics associated with organizing programs and events to include: managing the creation and production of publicity products consistent with key messages and communication plans, catering, room and speaker support, audiovisual needs, including photography, audio-video; coordinating all necessary arrangements with facilities, graphic needs, and janitorial requirements to support an event. The contractor shall coordinate all requirements from beginning to completion, and assure their quality during the event.

6.9.2 Logistics Support and Guest Operations. The contractor shall facilitate requested government and community events and guest operations to foster relationships with stakeholders. This includes supporting a broad range of government, community, and guest operations such as Marshall's Speaker's Bureau Program, the Von Braun Forum and Dinner, the annual Huntsville Chamber of Commerce breakfast and biennial Open House, Combined Federal Campaign, NASA Administrator and Associate Administrator visits, Congressional visits, NASA dignitaries visits, Industry / academia VIPs, international visits, and other public events and receptions at which Marshall hosts community representatives. These efforts frequently include coordinating support from organizations across the Agency, Marshall, and the community.

6.9.2.1 The contractor shall support event and guest trips by facilitating host responsibilities and coordinating topics, talent, presentation support, event-unique requirements, transportation, and other logistical details. The contractor shall also receive, evaluate, and coordinate requests; maintain executive engagement planner in coordination with OSAC executive communications and Director's staff; recommend adjustments to schedules and

agendas; and identify requirements for speechwriting, exhibits, audiovisual and other outreach support.

6.9.2.2 The contractor shall identify all materials / merchandising needed for government, community, and guest operations, conduct cost analysis, and negotiate with vendors to obtain best value for the government.

6.9.2.3 The contractor shall maintain a contact database containing information such as names, addresses, titles, and historical data for elected officials; NASA contactor companies; NASA and Marshall senior leaders; regional and local university and colleges; and Redstone Arsenal officials. The contractor shall utilize this database to invite participants to Marshall's events and outreach activities. Additionally, the contractor shall maintain Speakers Bureau information on the Marshall web site.

7.0 Indefinite Delivery / Indefinite Quantity (IDIQ)

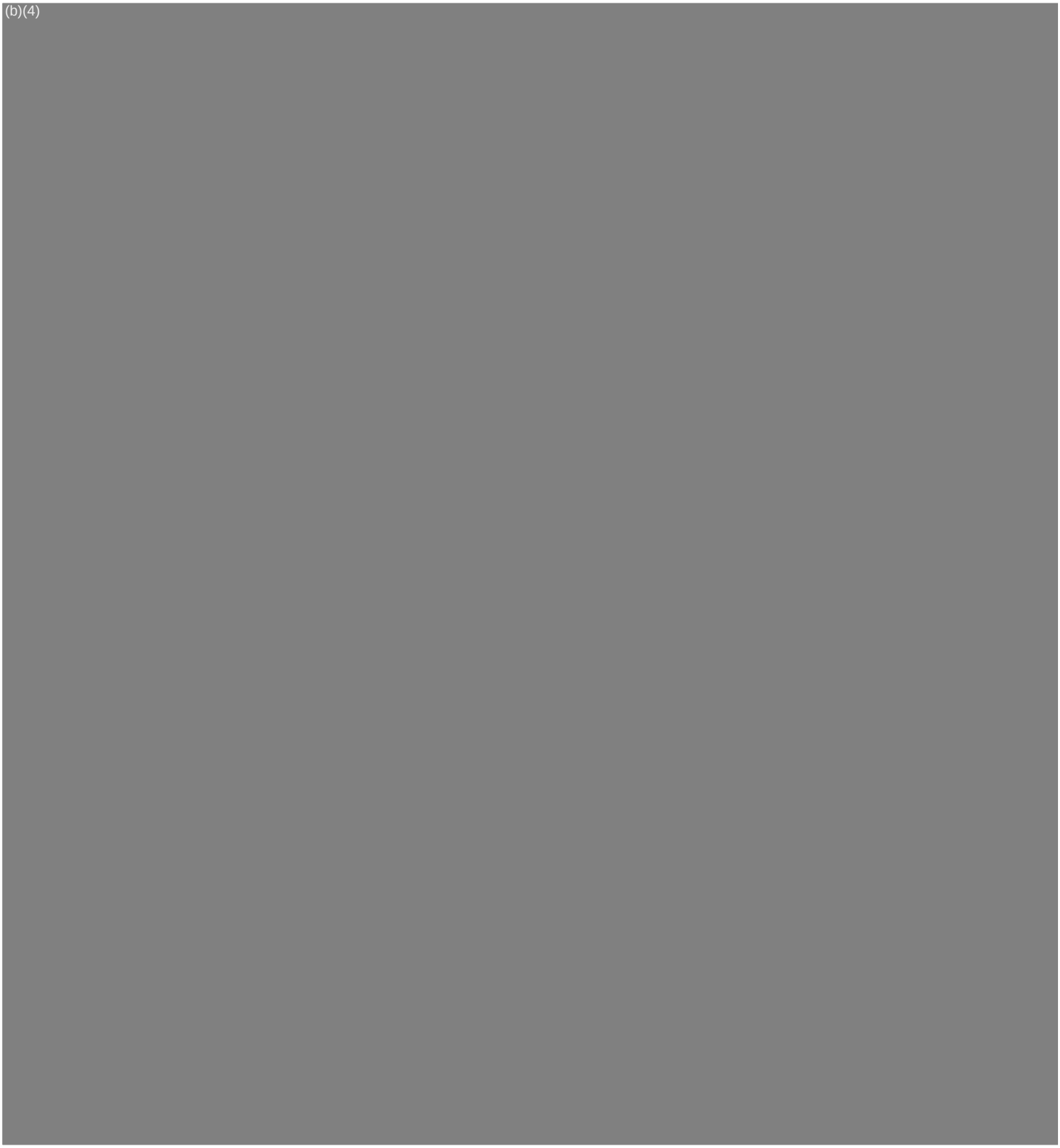
During the course of the contract, it is anticipated that work will be fluid and that work fluctuations will be handled within existing mission capacity. IDIQ task orders will be required for special studies and assignments not being performed in the mission portion of the contract. These IDIQ task orders will require Subject Matter Expert support – interim and long term, for the OSAC PWS functional areas of Strategic Research and Analysis (4.0); Communication Strategy, Planning, and Message Management (5.0); and Communication Product and Service Development and Delivery (6.0). These task orders will require senior expert guidance, analysis, research, and content development related to strategic communication activities including, but not limited to, environmental monitoring, stakeholder analysis, measuring communication effectiveness, communication planning, and key message management. Personnel support must be provided with minimal turn-around time as required by the customer.

Each IDIQ task order will be funded separately and the Contractor shall estimate, track, and report technical and budget progress on an individual task order basis. The number of IDIQ tasks will vary year-to-year. Task Orders will be submitted by the COTR and approved by the Contracting Officer. An overview of the IDIQ task order process is provided at Attachment J-8. The contractor shall submit a monthly IDIQ task order progress report in accordance with DRD 1140MA-003, Quarterly and Monthly Technical Progress Report.

[END OF ATTACHMENT J-1]

ATTACHMENT J-5

(b)(4)



11-15-07

DATA PROCUREMENT DOC. NO. 1140 ISSUE Revision A

NNM07AA70C
CONTRACT/RFP

EXHIBIT NUMBER

J-13
ATTACHMENT NUMBER

Office of Strategic Analysis and Communication (OSAC) Support Services
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Schafer Corporation
CONTRACTOR

November 15, 2007
DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

11-15-07

National Aeronautics and Space Administration	DATA PROCUREMENT DOC. NO.	ISSUE
DOCUMENT CHANGE LOG	**1140**	**Revision A**

INCORPORATED REVISIONS OUTSTANDING REVISIONS	AS OF: 11-15-07	SUPERSEDING: 04-01-07	PAGE:

AUTHORITY	PORTION AFFECTED - PAGE NO./NO.				REMARKS
	INTRO	SGR	DRL	DRD	
Contract Mod. 009				X	Replaced DRD 1140CD-001, Contract Information Technology Security Program Plan with current standard which includes NFS 1852.204-76 (May 2007).

MSFC - Form 3461-1 (Rev August 1970)

National Aeronautics and Space Administration **PAGE REVISION LOG**		DATA PROCUREMENT DOC. NO. ISSUE **1140 Revision A**	
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.	AS OF: 11-15-07	SUPERSEDING: 04-01-07	PAGE:

INSERT LATEST REVISED PAGES. DISCARD SUPERSEDED PAGES.

ITEM	PAGE	STATUS	ITEM	PAGE	STATUS
DPD	ALL	Revision A			

MSFC - Form 3461-2 (Rev August 1970)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
CD	Contractual Data
LS	Logistics/Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
2*	NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
3	These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
4	These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
5	These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DPDs to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.

3. DRD data type (specified in Item 3 on the DRD).
4. Submission date or milestone being satisfied.
5. Document number and revision.
6. Document title.
7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
8. Distribution (as defined by the Contracting Officer's letter).
9. Requested response date.
10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.
11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)

b. Printable electronic files or hardcopy data.

2.3.5 Use of the MSFC Documentation Repository: Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. Electronic data deliverables should be transmitted directly to the Repository via a secure web page, available at https://webpub.nis.nasa.gov/submittal/index.html. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECPs are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in

response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log and Page Revision Log. The actual revised material on the DPD page shall be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page shall be deleted by the current revision.

3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected

page or DRD number, and in the "as of" block. The date that was in the "as of" block shall be entered in the "Superseding" block.

3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.

3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision symbols (vertical lines and contractual direction control numbers) shall be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Office of Strategic Analysis and Communications (OSAC) Support Services

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
CD - Contractual Data			
1140CD-001	2	Contractor Information Technology (IT) Security Program Plan	IS10
LS -Logistics			
1140LS-001	2	Government Property Management Plan	AS41
MA - Management			
1140MA-001	1	Management Plan	CS01
1140MA-002	3	Financial Management Reports (533M and 533Q)	CS40
1140MA-003	3	Quarterly and Monthly Technical Progress Reports	CS01
1140MA-004	3	Badged Employee and Remote IT User Listing	AS50
1140MA-005	3	Contractor Employee Clearance Documents	AS50
1140MA-006	3	Position Risk Designation for Non-NASA Employee	AS50
1140MA-007	2	Organizational Conflict of Interest (OCI) Avoidance Plan	PS33
SA - Safety			
1140SA-001	2	Safety, Health and Environmental (SHE) Plan	AS10/QD12
1140SA-002	3	Mishap and Safety Statistics Report	QD50

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140CD-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/2

6. **TITLE**: Contractor Information Technology (IT) Security Program Plan

7. **DESCRIPTION/USE**: To ensure that the contractor fully understands their responsibility for information and information technology (IT) security as required in NFS 1852.204-76. This plan will describe the contractor's information technology security program that addresses the management, operational, and technical aspects of protecting the confidentiality, integrity and availability of information and information technology systems.

8. **OPR**: IS10 9. **DM**: CS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 30 days after contract modification

12. **SUBMISSION FREQUENCY**: Revise as required after any significant changes

13. **REMARKS**: The Federal Information Processing Standards (FIPS) Publication Series of the National Institute of Standards and Technology (NIST) is the official series of publications relating to standards and guidelines adopted and promulgated under the provisions of the Federal Information Security Management Act (FISMA) of 2002. FIPS Pub 200, Minimum Security Requirements for Federal Information and Information Systems, specifies minimum security requirements for information and information systems supporting the executive agencies of the federal government and a risk-based process for selecting the security controls necessary to satisfy the minimum security requirements.

    The seventeen security-related areas to be addressed in the content of the Contractor IT Security Program Plan represent a broad-based, balanced information technology security program that addresses the management, operational, and technical aspects of protecting information and information technology systems. Additional information for these security-related areas can be found in FIPS Pub 200.

14. **INTERRELATIONSHIP**: PWS paragraph 3.6

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The extent of the Contractor IT Security Program Plan can vary and shall be appropriate to comply with the breadth of sensitivity level security requirements for protecting information and information technology (IT) when the Contractor or its subcontractors must obtain physical or electronic access to NASA's computer systems, networks, or IT infrastructure, or where information is stored, generated, processed or exchanged by/with NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/ subcontractor's information system.

15.2 **APPLICABLE DOCUMENTS**:

NFS 1852.204-76 *Security Requirements for Unclassified Information Technology Resources (May 2007)*

15.3 **CONTENTS**: The Contractor IT Security Program Plan shall contain:

a. A brief description of the types of information that will be stored, generated, processed, or exchanged with NASA or on behalf of NASA during the performance of the contract. Provide the security categorization of the information (LOW, MODERATE, or HIGH). A description of the policy or procedure to ensure the return of all NASA information and IT resources provided to the contractor during the performance of the

contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

DRD Continuation Sheet

TITLE: Contractor Information Technology (IT) Security Program Plan DRD NO.: 1140CD-001

DATA TYPE: 2 PAGE: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**

b. A brief description regarding personnel (location, local or remote connections or access, privileged users, etc.) and the IT resources (NASA provided or contractor-owned) and environments utilized in the support of the work to be performed and their access to information identified.

c. A brief description of policy or procedure that ensures the contractor inserts NFS 1852.204-76 in all subcontracts as required.

d. Provide a description of each of the security-related areas (see Remarks) with regard to policies and procedures of the contractor's enterprise-wide information technology security program protecting the confidentiality, integrity, and availability of information and information technology systems.

1. Management.
   (a) Certification, Accreditation, and Security Assessments.
   (b) Planning.
   (c) Risk Assessment.
   (d) Systems and Services Acquisition.
2. Operational.
   (a) Awareness and Training.
   (b) Configuration Management.
   (c) Contingency Planning.
   (d) Incident Response.
   (e) Maintenance.
   (f) Media Protection.
   (g) Physical and Environmental Protection.
   (h) Personnel Security.
   (i) System and Information Integrity.
3. Technical.
   (a) Access Control.
   (b) Audit and Accountability.
   (c) Identification and Authentication.
   (d) System and Communications Protection.

NOTE: Any security-related area not currently implemented in the Contractor's IT security program shall be identified and the contractor's plan of action for implementation shall be explained.

15.4 **FORMAT**: Contractor format is acceptable and shall be consistent with contents of paragraph 15.3d of this DRD.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140LS-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/1
6. **TITLE**: Government Property Management Plan
7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.
8. **OPR**: AS41 9. **DM**: CS01
10. **DISTRIBUTION**: Cognizant property administrator
11. **INITIAL SUBMISSION**: Preliminary three months after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: Final one year after ATP, revise as required
13. **REMARKS**: This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP**: PWS paragraph 3.2
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.

15.2 **APPLICABLE DOCUMENTS**:

FAR	*Federal Acquisition Regulation, Part 45*
NPR 5100.4B	*Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45* and latest revisions thereto

15.3 **CONTENTS**: The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:

a. Property management.
b. Acquisition.
c. Receiving.
d. Identification.
e. Records.
f. Movement.
g. Storage.
h. Physical inventories.
i. Reports.
j. Consumption.
k. Utilization.
l. Maintenance.
m. Subcontractor control.
n. Disposition.
o. Contract close-out.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-001**
3. **DATA TYPE**: 1
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/1
6. **TITLE**: Management Plan
7. **DESCRIPTION/USE**: To provide a description of the Contractor's management system, organization and provide insight for accomplishing the requirements set forth in the contract.
8. **OPR**: CS01
9. **DM**: CS01
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**: 30 days after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: Revise as required
13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 3.1
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Management Plan describes the Contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, management interfaces, and staffing. The plan shall be in such detail as necessary to convey the Contractor's internal procedures.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**:

a. The plan shall include a detailed description by which the Contractor proposes to accomplish each task down to the Level III WBS task level.
b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the Contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.
c. The plan shall include the Contractor's approach for risk assessment.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/2
6. **TITLE**: Financial Management Report (533M and 533Q)
7. **DESCRIPTION/USE**: To provide quarterly and monthly financial reports for monitoring program costs. The 533M and 533Q reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.
8. **OPR**: CS40 9. **DM**: CS01
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**: An initial report in the 533Q format is required within 30 working days after Authority to Proceed. Initial 533M reporting shall begin no later than 30 days after the incurrence of cost.
12. **SUBMISSION FREQUENCY**: 533Q: Quarterly; no later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c. 533M: Monthly; no later than 10 working days following the close of the contractor's accounting month.
13. **REMARKS**: The data contained in the reports shall be auditable using Generally Accepted Accounting Principles.
14. **INTERRELATIONSHIP**: NFS 1852.242-73, *NASA Contractor Financial Management Reporting*, (November 2004). PWS paragraphs 3.1 and 3.4
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Financial Management Reports provides data on accumulated costs and funding projections for management of the contract.

15.2 **APPLICABLE DOCUMENTS:**

NPR 9501.2D *NASA Contractor Financial Management Reporting*

15.3 **CONTENTS**: The elements of cost for financial reporting shall be mutually agreed by the contractor and NASA project office. The Financial Management Reports (533M and 533Q) shall be prepared in accordance with the detailed instructions provided on the reverse side of the NASA Forms 533M and 533Q and the supplementary instructions set forth in NPR 9501.2D, Chapter 3.

a. 533Q Quarterly Report shall include actual cost and cost projections at the total contract level. The initial 533Q report shall reflect the original contract value detailed by negotiated reporting categories and serve as the original baseline plan.
b. 533M Monthly Report shall include actual cost and cost projections at the total contract level.

A summary level page reflecting cumulative total contract cost since inception shall be included. In addition, the contractor shall provide a detailed break-out of current month and cumulative costs by labor totals and work order totals, by customer. Reconciliation between the 533M/533Q and the Monthly IDIQ Task Order Progress Report and Monthly Work Order Progress Report shall be submitted as an attachment to the 533M/533Q Report.

The contractor shall also provide a written narrative as an attachment to the 533M/533Q Report for estimate versus actual variances greater than 5%.

DRD Continuation Sheet

TITLE: Financial Management Report (533M and 533Q) **DRD NO.:** **1140MA-002**
DATA TYPE: 3 **PAGE:** 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**

15.4 **FORMAT**: Contractor internal automated printout reports may be substituted for 533M/533Q forms (with NASA Contracting Officer's approval) provided that the contractor report contains all of the data elements required by NASA Forms 533M and 533Q. Electronic submission of contractor data is strongly encouraged (reference NPR 9501.2, paragraph 3.7).

15.5 **MAINTENANCE**: None required

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-003**
3. **DATA TYPE**: 3
4. **DATE REVISED:** 11-15-07
5. **PAGE**: 1/2
6. **TITLE:** Quarterly and Monthly Technical Progress Reports

7. **DESCRIPTION/USE**: To provide data for the assessment of contract progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.

8. **OPR**: CS01 9. **DM**: CS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION:** Quarterly Self-Evaluation: Ten calendar days following the end of the first calendar year quarter. Monthly Work Order Progress: Ten calendar days following the end of the first month after ATP. Monthly IDIQ Task Order Progress: Ten calendar days following the end of the first month after ATP.

12. **SUBMISSION FREQUENCY**: Quarterly Self-Evaluation: The report shall be submitted ten calendar days following the end of each calendar year quarter. Monthly Work Order Progress: The report shall be submitted ten days following the end of each month. Monthly IDIQ Task Order Progress: The report shall be submitted ten days following the end of each month.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraphs 3.1, 3.4 and 7.0

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Quarterly and Monthly Technical Progress Reports shall provide a comprehensive status on all IDIQ tasks and work orders in support of the PWS. Reports shall include the necessary information to assess status, obtain required approvals from authorizing government officials, track cost and workforce information, and identify problems that need resolution for accomplishment of contract efforts.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Quarterly and Monthly Technical Progress Reports shall contain the following information as a minimum:

a. Quarterly Self-Evaluation:
   1. Significant accomplishments of work performed, status of on-going activities, upcoming events and milestones, and outstanding issues which may impede performance or impact performance, schedule or cost for all PWS activities outlined in Attachment J-1.
   2. Schedule of major actions and/or milestones to be performed for all PWS activities outlined in Attachment J-1.
   3. Any other information that may assist the technical evaluators in evaluating the technical and administrative program: such as technical results and recommendations, innovative processes, cost-reduction initiatives, etc
   4. Performance metrics and a summary of incentive metrics for all PWS activities outlined in Attachment J-1.
   5. Labor hours and corresponding WYEs expended in each Level III WBS task by sponsoring organization/customer, for the current months and cumulative months, showing overtime hours separately. Labor hours and corresponding WYE's shall also be broken down by prime contractor, teammates, and sub-contractors.

DRD Continuation Sheet

TITLE: Quarterly and Monthly Technical Progress Reports **DRD NO.:** **1140MA-003**
DATA TYPE: 3 **PAGE:** 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**

6. Total dollars/cost actuals expended in each Level III WBS task by sponsoring organization/ customer, for the current months and cumulative months. Total dollars and cost shall also be broken down by prime contractor, teammates, and sub-contractors.
   (a) Mission (including overtime).
   (b) IDIQ Task Orders.
7. Estimated (anticipated) dollars/cost needed through current Government Fiscal Year in each Level III WBS task by sponsoring organization/customer.
   (a) Mission (including overtime).
   (b) IDIQ Task Orders.

b. Monthly IDIQ Task Order Progress:
1. Contract number, task order number, and date of the order.
2. Task ceiling price.
3. Cost and hours summary of the status of all tasks issued under the contract.
4. Cost and hours incurred, for the month and cumulative, to-date for each issued task.
5. Significant issues/problems and corrective action associated with a task.
6. Accounting and Appropriation Data (cost and hours) reported to the Unique Project Number (UPN) or its equivalent.
7. Supporting data down to WBS Level III.

c. Monthly Work Order Progress:
1. Work Order Number, Work Order Title, Unique Project Number (UPN).
2. Cost and hours summary of the status of all work orders issued under the contract by organization / customer.
3. Estimated and actual costs incurred for each issued task.
4. Copies of all active work orders. Each work order shall provide the following information:
   (a) Name of Government Requesting Official / Organization.
   (b) Work Order Originator and date of order creation.
   (c) Description of services to be performed and/or products to be delivered.
   (d) Period-of-performance.
   (e) Special instructions, rationale, and comments as applicable.
   (f) Estimated and actual total dollar cost and workforce requirements by major cost element (labor, travel, etc.) for each work order and in summary for each contract year.
   (g) Time limitations as applicable.
   (h) Deliverables and milestone dates.
   (i) Status Tracking, approval tracking, and revision tracking as applicable.
   (j) Accounting and Appropriation Data (cost and hours) reported to the Unique Project Number (UPN) or its equivalent.
   (k) Supporting data down to WBS Level III.

15.4 **FORMAT**: Quarterly Self-Evaluation. The Progress Report shall be in presentation chart format. Submittal shall be standard hard copy as the presentation, electronic submission or other media as directed by the Contracting Officer. Monthly IDIQ Task Order Progress and Monthly Work Order Progress. Contractor format is acceptable.

15.5 **MAINTENANCE**: None required

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-004**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/1
6. **TITLE**: Badged Employee and Remote IT User Listing
7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.
8. **OPR**: AS50 9. **DM**: CS01
10. **DISTRIBUTION**: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY**: Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, *Audit and Records--Negotiations* (June 1999), NPR 1600.1, *NASA Security Program Procedural Requirements.*
14. **INTERRELATIONSHIP**: PWS paragraph 3.1
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Badged Employee and Remote IT User Listing provides NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The list shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.

15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.

15.5 **MAINTENANCE**: None required

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-005**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/1
6. **TITLE**: Contractor Employee Clearance Document
7. **DESCRIPTION/USE**: To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
8. **OPR**: AS50 9. **DM**: CS01
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**: Immediately when the access is no longer needed
12. **SUBMISSION FREQUENCY**: As required
13. **REMARKS**:
14. **INTERRELATIONSHIP**: PWS paragraph 3.1
15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.

15.4 **FORMAT**: MSFC Form 383-1, "Contractor Employee Clearance Document".

15.5 **MAINTENANCE**: None required

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-006**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/1

6. **TITLE**: Position Risk Designation for Non-NASA Employee

7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, Chapter 4.

8. **OPR**: AS50 9. **DM**: CS01

10. **DISTRIBUTION**: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.

11. **INITIAL SUBMISSION**: No later than 10 working days after Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as personnel or position changes occur

13. **REMARKS**:

14. **INTERRELATIONSHIP**: PWS paragraph 3.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.

15.2 **APPLICABLE DOCUMENTS**:
NPR 1600.1 *NASA Security Program Procedural Requirements*

15.3 **CONTENTS**: The Position Risk Designation for Non-NASA Employee shall contain all the information required by NASA Form 1760 in accordance with NPR 1600.1, NASA Security Program Procedural Requirements.

15.4 **FORMAT**: NASA Form 1760, "Position Risk Designation for Non-NASA Employee".

15.5 **MAINTENANCE**: None required

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140MA-007**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/2

6. **TITLE**: Organizational Conflict of Interest (OCI) Avoidance Plan

7. **DESCRIPTION/USE**: To demonstrate to the Government that the Contractor, when using subject matter experts and all applicable personnel performing under this contract, will mitigate organizational conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects sensitive, proprietary data belonging to other contractors and the Government.

8. **OPR**: PS33 9. **DM**: CS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: 5 working days following Authority to Proceed (ATP)

12. **SUBMISSION FREQUENCY**: Update as required

13. **REMARKS**: Reference is made to NFS Part 1852.237-72, "*Access to Sensitive Information*;" and NFS 1852.237-73, "*Release of Sensitive Information.*"

14. **INTERRELATIONSHIP**: PWS paragraph 3.1

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Organizational Conflict of Interest Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated when using subject matter experts connected to any prime contractor or subcontractor performing design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC.

15.2 **APPLICABLE DOCUMENTS**: None

15.3 **CONTENTS**: The Organizational Conflict of Interest Avoidance Plan shall include the following:

a. Organizational conflicts of interest pertaining to impaired objectivity associated with the use of subject matter experts shall either:
   1. Describe all business relationships that might create a conflict with the performance work statement in this contract by demonstrating:
      (a) That the management reporting chains between this contract and the work performed by the technical subject matter experts for the conflicting business relationship are separated from each other.
      (b) That the subject matter experts when performing on this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.
      (c) That each subject matter expert and all other applicable contractor personnel performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this contract.
      (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan **DRD NO.:** **1140MA-007**
DATA TYPE: 2 **PAGE:** 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**

b. With regard to access to nonpublic information by the subject matter experts and all other applicable contractor personnel, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor receives. This plan shall include:

1. Provision that subject matter experts and all other applicable contractor personnel shall not disclose the proprietary/sensitive data relating to this contract.
2. Provision that subject matter experts and all other applicable contractor personnel only shall use the proprietary/sensitive data relating to this contract.
3. Provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
4. Provision that information technology shall be protected to prevent unauthorized disclosure of information.
5. Provision that all applicable contractor employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
6. Requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts and all other applicable contractor personnel.
7. Requirement for periodic self-audits, the results of which shall be made available to the Government.
8. Initial and periodic refresher OCI training for the contractor, subject matter experts, and all other applicable contractor personnel working on the contract.
9. Description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
10. Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
11. Provision requiring the contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.
12. Provision requiring the contractor to update the OCI Avoidance Plan for the subject matter experts and all other applicable contractor personnel upon occurrence of any event that will cause a change to the plan.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

11-15-07

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140SA-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/3

6. **TITLE**: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the contractor and the Government a baseline document for planning, management, control, and implementation of the contractor's industrial/occupational safety, health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD12 9. **DM**: CS01

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**: Preliminary with proposal

12. **SUBMISSION FREQUENCY**: Ten days after Authority to Proceed (ATP); update as required

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-70, *Safety and Health;* NFS 1852.223-73, *Safety and Health Plan*; FAR 52.223-10, *Waste Reduction Program*; DRD 1140SA-002, *Mishap and Safety Statistics Report.* PWS paragraph 3.3

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Safety, Health, and Environmental Plan describes the contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.

15.2 **APPLICABLE DOCUMENTS**: Compliance with the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan (if applicable to the scope of this contract).

29 CFR 1910	*Department of Labor; Occupational Safety and Health Administration Standards for General Industry*
29 CFR 1926	*Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry*
40 CFR	*Protection of the Environment*
ANSI Standards applicable to the scope of this contract	
ASME Boiler and Pressure Vessel Code applicable to the scope of this contract	
NFPA Standards	*National Fire Codes*
NASA-STD-8719.11	*Safety Standard for Fire Protection*
NPR 8715.3	*NASA Safety Manual*
MPD 8500.1	*MSFC Environmental Management Policy*
MPR 8500.2	*MSFC Environmental Management System Manual*
MPR 1040.3	*MSFC Emergency Plan*
MPD 1800.1	*MSFC Smoking Policy*
MPR 1800.1	*Bloodborne Pathogens*
MPR 1810.1	*MSFC Occupational Medicine*
MPD 1840.1	*MSFC Environmental Health Program*
MPR 1840.1	*MSFC Confined Space Entries*
MPD 1840.2	*MSFC Hearing Conservation Program*
MPR 1840.2	*MSFC Hazard Communication Program*
MPD 1840.3	*MSFC Respiratory Protection Program*
MPR 1840.3	*MSFC Hazardous Chemicals in Laboratories Protection Program*
MPD 1860.1	*Laser Safety*
MPD 1860.2	*MSFC Radiation Safety Program*

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.:** **1140SA-001**
DATA TYPE: 2 **PAGE:** 2/3

15. **DATA PREPARATION INFORMATION (CONTINUED):**

MPR 3410.1	*Training*
MWI 3410.1	*Personnel Certification Program*
MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MWI 8715.1	*Electrical Safety*
MWI 8715.2	*Lockout/Tagout Program*
MWI 8715.3	*Hazard Identification & Warning System*
MWI 8715.4	*Personal Protective Equipment (PPE)*
MWI 8715.5	*Building Manager Program*
MWI 8715.9	*Occupational Safety Guidelines for Contractors*
MWI 8715.10	*Explosives, Propellants, & Pyrotechnics Program*
MWI 8715.11	*Fire Safety Program*
MWI 8715.12	*Safety, Health, and Environmental Finding Tracking System (SHEtrak)*
MWI 8715.13	*Safety Concerns Reporting System (SCRS)*
MWI 8715.15	*Ground Operations Safety Assessment & Risk Mitigation Program*
MPD 8900.1	*Medical Operations Responsibilities for Human Space Flight Programs* (NOTE: This document only applies to Space Station contracts)

15.3 **CONTENTS**: The Safety, Health, and Environmental Plan shall describe the manner in which the contractor implements the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed and updated when necessary. The Safety, Health and Environmental Plan shall clearly state if the contracted effort contain potentially hazardous or non-hazardous operations and fully address the following applicable topics:

a. Management leadership and employee involvement:
   1. Statement of management policy and commitment to provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), to protect the property and the environment, and to ensure compliance with EPA, OSHA and NASA requirements.
   2. Description of procedures for insuring management and employees are held accountable for implementing their task in a safe and healthful manner through motivational techniques, disciplinary program, or other innovative techniques.
   3. Descriptions of safety, health, environmental awareness and motivation programs that, include documented safety meetings and safety awareness training for employees. (Onsite Safety meeting statistics shall be documented in the Supervisors Safety Web page: http://msfcsma3.msfc.nasa.gov/dbwebs/apps/sswp/SSWP_login.taf)
   4. Method of program evaluation that, identify the methods and frequency for internal evaluation of the safety, health, and environmental program.
   5. Method to ensure the Flowdown of safety, health, and environmental responsibilities between all company levels and subcontractors, when applicable.
   6. Identification by title the individual who will be responsible for the implementation of the SHE program elements.
   7. Method to ensure compliance with MPR 8715.1.

b. System and worksite analysis:
   1. Methods of hazard identification, e.g., hazard analysis, safety assessment, change analysis, risk assessment and employee identified concerns.
   2. Requirements for formal worksite safety inspections as required by OSHA, to including schedule and documentation requirements. Onsite OSHA inspections are performed by NASA.
   3. Requirements for documented supervisors' safety visits. Onsite safety visits shall be performed once per month per supervisor and documented in the Supervisors Safety Web page.

c. Hazard prevention and control:
   1. Method of ensuring a documented emergency management program. Include a list of emergency points of contract located onsite. (Note: Onsite contractors may use MPR 1040.3.)
   2. Method of investigating all mishaps and close calls to determine root cause, including an outline of

reporting requirements. (Reference DRD 1140SA-002, *Mishap and Safety Statistics Report*).

DRD Continuation Sheet

TITLE: Safety, Health, and Environmental (SHE) Plan **DRD NO.:** **1140SA-001**
DATA TYPE: 2 **PAGE:** 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED):**

3. Method for providing safety, health, and environmental services applicable to the contracted effort such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication. (These services can be provided by MSFC for onsite work.)
4. Method for employees to suspend work where safety or environmental conditions warrant such action.

d. Safety and health training:

1. Method for training each employee to recognize hazards, avoid accidents, know the hazards specific to their job, and understand the disciplinary program.
2. Methods for assessing employee training needs specific to their job. (Onsite employee assessments shall be performed using the SHE Training Assessment located on the MSFC Supervisor Safety Web Page.)

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1140 **ISSUE**: Revision A
2. **DRD NO.**: **1140SA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**: 11-15-07
5. **PAGE**: 1/2
6. **TITLE**: Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE**: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **OPR**: QD50 9. **DM**: CS01
10. **DISTRIBUTION**: Per Contracting Officer's letter
11. **INITIAL SUBMISSION**:
    a. Safety Statistics (e.g., contract number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, hours worked, etc.): submitted on MSFC Form 4371 by the 10th of each month following contract award.
    b. Mishaps, Close Calls, and serious non-occupational injuries or illnesses
        1. Type A or B mishaps, high visibility mishaps or close calls, and onsite Type C lost time injury or illness: Immediate telephone notification to the Contracting Officer, and Industrial Safety (256-544-0046 or 4-HELP, Safety Option) so that Center Director notifies the NASA Administrator within 24 hours of occurrence or awareness. Include location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person and phone number.
        2. Non-occupational fatality or serious injury occurring onsite or to an onsite contractor employee: Notification to Contracting Officer and S&MA so that Center Director notifies the NASA Administrator within 24 hour of occurrence or awareness. (Offsite non-occupational injury or illness notification is at the discretion of the family.)
        3. All Onsite MSFC mishaps and close calls: **(applicable to onsite contractors only)**: NASA Initial Safety Incident Report within 4 hours of occurrence or awareness on MSFC Form 4370 or equivalent either by telephone 256-544-4357 (4-HELP); Safety Option or electronically by Quick Incident. Report at https://msfcsma3.msfc.nasa.gov/s&ma_01/mishap/index.htm.
        4. All Mishaps (Type A, B, C, Incidents and Close Calls): Mishap Report NASA Form 1627 or electronic update of NASA Incident Reporting Information System (IRIS) record within 6 calendar days of Mishap.
        5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.
        6. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.
12. **SUBMISSION FREQUENCY**:
    a. MSFC Form 4370 or electronic equivalent - Each occurrence of a mishap except as identified in section 11.b.
    b. NASA Form 1627 or electronic equivalent - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
    c. MSFC Form 4371 – By the 10th of each month.
    d. Mishap Board Report – Each occurrence of a Type A or B mishap, or as directed by Center management.
13. **REMARKS**:
14. **INTERRELATIONSHIP**: DRD 1140SA-001, *Safety, Health, and Environmental (SHE) Plan.* PWS paragraph 3.3
15. **DATA PREPARATION INFORMATION:**

15.1 **SCOPE**: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports **DRD NO.:** **1140SA-002**
DATA TYPE: 3 **PAGE:** 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED):**

15.2 **APPLICABLE DOCUMENTS:**

NPR 8621.1 *NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping*
MWI 8621.1 *Close Call and Mishap Reporting and Investigation Program*

15.3 **CONTENTS**: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1. The contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:

a. MSFC Form 4370, "MSFC Flash Mishap Report."
b. NASA Form 1627, "NASA Mishap Report."
c. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
d. Mishap Board Report using the format provided in NPR 8621.1.

15.5 **MAINTENANCE**: None required

Position	General Characteristics	Description	Desired Qualification/Education
Communications Subject Matter Expert III	Advanced Strategic thinking and planning; Advanced oral and written communication skills; Senior professional who is proactive and results-oriented with solid supervisory skills and demonstrated experience interfacing with senior management Advanced problem solving skills.	Providing counsel and support to OSAC senior management and customers regarding all aspects of strategic communications. Research, recommend, and execute communication strategies and plans targeted to internal and external audiences through a variety of communication tools, techniques, approaches, products, and services.	B.A. or B.S. in appropriate area of specialization and 15 years of directly related experience. Graduate studies or PhD in related field of study is preferred. Computer proficient in Microsoft Office and internet research capabilities
Subject Matter Expert IV	Advanced Strategic thinking and planning; Advanced oral and written communication skills; Senior specialist professional who is proactive and results oriented with solid supervisory skills and demonstrated experience interfacing at senior NASA headquarters and Center level. Advanced problem solving and skills. A proven and recognized expert in their field.	Providing special counsel and support to NASA Headquarters, Centers, and OSAC senior management and customers regarding all aspects of strategic communications. Technical authorities providing specialized input to assignments.	B.A. or B.S. in appropriate area of specialization and 15 years of directly related experience. Graduate studies or PhD in related field of study is preferred.

[END OF ATTACHMENT J-17]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
010	12/19/2007	See Schedule	

6. ISSUED BY CODE PS33

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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
5030 Bradford Drive, Suite #205
Huntsville, AL 35805

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a and 1b

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)* FAR Part 43.103(b) and 52.232-22, "Limitation of Funds"

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,688,086	$358,073	$7,046,159	$6,040,998.70
This Mod	$ 0	$ 0	$ 0	$837,347.30
New Total	$6,688,086	$358,073	$7,046,159	$6,878,346.00

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 *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/19/07

A. The purpose of this modification is to provide incremental funding in the amount of $837,347.30 in accordance with contract clause B.6 (Contract Funding)

B. Accordingly, the allotted funding for the estimated cost is increased by $782,567.57 (from $5,770,149.68 to $6,552,717.25). The allotted funding for provisional cost incentive fee is increased by $13,694.93 (from $70,407.91 to $84,102.84) and provisional performance incentive is increased by $41,084.80 (from $200,441.11 to $241,525.91). Thus, the total allotted funding for the contract is increased by $837,347.30 (from $6,040,998.70 to $6,878,346.00).

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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 10)	B-7 (Mod 8)

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
4200228331 (Mod 9)	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 9)	329231.01.06.08	ESAX22007D	62CS20	$500,000.00
4200228519 (Mod 9)	329231.01.10.08	ESAX22007D	62CS200	$61,000.00
Funding Allotted This Action				**$837,347.30**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$32,423.00
	492631.31.08	ESAX22007D	62CS20	$57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
4200220981 (Mod 7)	136905.01.05.08	ESAX22007D	62CS20	$501,616.00
4200224362 (Mod 8)	511432.07.04	ESAX22007	62CS20	$10,000
4200217186 (Mod 8)	132438.11.02	ESAX22007D	62CS20	$72,418
Total Funding Allotted				**$6,878,346.00**

(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 $6,552,717.25. 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 – March 20, 2008.

(b) An additional amount of $325,628.75 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$5,770,149.68	$ 782,567.57	$ 6,552,717.25
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 70,407.91	$ 13,694.93	$ 84,102.84
Provisional Performance Incentive Fee	$ 200,441.11	$ 41,084.80	$ 241,525.91
Total Sum Allotted	$ 6,040,998.70	$ 837,347.30	$ 6,878,346.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable*)
011	JAN 31 2008	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33	Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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; o
(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)*
See Page 1a and 1b

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)* FAR Part 43.103(a) and 52.232-22, "Limitation of Funds" and the Changes Clause

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$6,688,086	$358,073	$7,046,159	$6,878,346.00
This Mod	$ 524,250	$ 0	$ 524,250	$167,813.00
New Total	$7,212,336	$358,073	$7,570,409	$7,046,159.00

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)*
Patricia A. Buckley Vice President, Contracts	

15B. CONTRACTOR/OFFEROR-Schafer Corporation	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	1/31/08	BY *(Signature of Contracting Officer)*	JAN 31 2008

A. The purpose of this modification is to (1) provide incremental funding in the amount of $167,813 in accordance with contract clause B.6 (Contract Funding) (2) increase the Materials, Supplies, Equipment and Travel cost by $524,250 and (3) update the Key Personnel.

B. Accordingly, the allotted funding for the estimated cost is increased by $135,368.75 (from $6,552,717.25 to $6,688,086). The allotted funding for provisional cost incentive fee is increased by $8,111.06 (from $84,102.84 to $92,213.90) and provisional performance incentive is increased by $24,333.19 (from $241,525.91 to $265,859.10). Thus, the total allotted funding for the contract is increased by $167,813 (from $6,878,346.00 to $7,046,159.00).

C. Section B, Clause B.2, ESTIMATED COSTS AND FEES, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), CLIN 1, ESTIMATED COST is increased by $524,250 (from $6,688,086 to $7,212,336). The TOTAL VALUE is increased by $524,250 (from $7,046,159 to $7,570,409)

D. Section B, Clause B.4 COST AND PERFORMANCE INCENTIVE FEE, Page B-4, CLIN 1, ESTIMATED COST, is increased by $524,250 (from $6,688,086 to $7,212,336). The ESTIMATED DIRECT COST for Materials, Supplies, Equipment & Travel and Handling charge is increased by $500,000 (from $1,500,000 to $2,000,000) and the Handling Charge is increased by $24,250 (from $72,750 to $97,000). The TARGET COST remains unchanged.

E. Section H, Clause H.8, KEY PERSONNEL AND FACILITIES, Paragraph (c), the list of personnel is hereby being updated and revised to include:

(b)(4)

Therefore, the contract is changed in the following particulars:

F. 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-2(Mod 11)	B-2 (Mod 4)
	B-4(Mod 11)	B-4 (Mod 4)
	B-7 (Mod 11)	B-4 (Mod 10)
H- SPECIAL CONTRACT REQUIRMENTS	H-7 (Mod 11)	H-7 (Basic)

G. Contractor's Statement of Release

In consideration of the modification 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 proposals 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 11	P-08H-07 Dated January 16, 2008

H. 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
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
Funding Allotted This Action				**$167,813.00**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	$ 57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
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
Total Funding Allotted				**$7,046,159**

(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 $6,688,086. 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 – March 20, 2008.

(b) An additional amount of $167,813 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$6,552,717.25	$ 135,368.75	$ 6,688,086.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 84,102.84	$ 8,111.06	$ 92,213.90
Provisional Performance Incentive Fee	$ 241,525.91	$ 24,333.19	$ 265,859.10
Total Sum Allotted	$ 6,878,346.00	$ 167,813.00	$ 7,046,159.00

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	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	TBD	TBD	$ 7,570,409
1.a. (See Table B-3)	IDIQ Summation of Task Order Values (BY)	4-01-07 through 3-31-08	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
2.	Option I, Mission Services	4-01-08 through 3-31-09	$6,587,278	$5,014,528	$87,754	$131,631	$263,263	$6,938,295
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	$ 6,587,278	$ 1,500,000.00 + $ 72,750	$ 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.

(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 $6,688,086. 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 – March 20, 2008.

(b) An additional amount of $358,073 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$6,552,717.25	$ 135,368.75	$ 6,688,086.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 84,102.84	$ 8,111.06	$ 92,213.90
Provisional Performance Incentive Fee	$ 241,525.91	$ 24,333.19	$ 265,859.10
Total Sum Allotted	$ 6,878,346.00	$ 167,813.00	$ 7,046,159.00

Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

The following individuals are considered key personnel:

(b)(4)

No facilities are considered Key Facilities for the performance of this effort.

(End of Clause)

H.9 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
012	MAR 20 2008	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a and 1b

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)* FAR Part 43.103(a) and 52.232-22, "Limitation of Funds" and the Changes Clause

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 Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	$7,212,336	$358,073	$7,570,409	$7,046,159
This Mod	$ 0	$ 0	$ 0	$500,000
New Total	$7,212,336	$358,073	$7,570,409	$7,546,159

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)*
William Marx, General Manager	Bobby J. Holden Contracting Officer
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 3/17/08
16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 3/20/08

NNM07AA70C
Modification 12

A. The purpose of this modification is to (1) provide incremental funding in the amount of $500,000 in accordance with contract clause B.6 (Contract Funding) (2) incorporate MSFC Unique Clause 52.223-93, "Advanced Notification of Contractor Employee Discipline or Involuntary Termination, (FEB 2008), (3) incorporate MSFC Unique Clause 52.223-94, Safety Performance and Evaluation, Evaluation Criteria, and Performance Recognition, (FEB 2008), and (4) update FAR Clause 52.244-2, Alternate I, (JUN 2007).

B. Accordingly, the allotted funding for the estimated cost is increased by $500,000 (from $6,688,086 to $7,188,086). The allotted funding for provisional cost incentive fee and provisional cost performance fee is increased by $0. Thus, the total allotted funding for the contract is increased by $500,000 (from $7,046,159.00 to $7,546,159).

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

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

D. Section H, Clause H.11, SAFETY PERFORMANCE EVALUATION, is hereby deleted an being replaced with MSFC UNIQUE Clause H.11, ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (MSFC 52.223-93)(FEB 2008).

E. Section H, Clause H.12, MSFC UNIQUE CLAUSE 52.223-94, SAFETY PERFORMANCE AND EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION, (MSFC 52.223-94)(FEB 2008) is hereby incorporated into the contract.

F. Section I, Clause I.9, SUBCONTRACTS, FAR 52.244-2, (MAR 2005) is hereby deleted in it's entirety and replaced with the updated, SUBCONTRACTS, FAR 52.244-2, (JUNE 2007).

G. 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 12)	B-7 (Mod 11)
H- SPECIAL CONTRACT REQUIRMENTS	H-8 through H-15 (Mod 12)	H-8 through H-11 (Basic)
I- CONTRACT CLAUSES	I-9 through I-11a (Mod 12)	I-9 through I-11 (Basic)

H. Contractor's Statement of Release

In consideration of the modification 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 proposals 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.

NNM07AA70C
Modification 12

Contract Change Identification	Contractor Proposal Number
NNM07AA70C, Modification 12	N/A

I. 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
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	136905.01.05.08	ESAX22008D	62CS20	$262,200.00
	136905.10.10.10.10	ESAX22008D	62JP60	$ 37,800.00
Funding Allotted This Action				**$500,000.00**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	$ 57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
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
Total Funding Allotted				**$7,546,159**

(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 $7,188,086. 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 – March 20, 2008.

(b) An additional amount of $358,073 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$6,688,086.00	$ 500,000.00	$ 7,188,086.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 92,213.90	$ 0	$ 92,213.90
Provisional Performance Incentive Fee	$ 265,859.10	$ 0	$ 265,859.10
Total Sum Allotted	$ 7,046,159.00	$ 500,000.00	$ 7,546,159.00

Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.10 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFNMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

(d) The contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

H.11 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (MSFC 52.223-93)(FEB 2008)

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations

Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of Clause)

H.12 SAFETY PERFORMANCE AND EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (MSFC 52.223-94) (FEB 2008)

SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT HAZARD PREVENTION AND CONTROL

(ELEMENT 1)	(ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

(ELEMENT 2)	(ELEMENT 4)
System And Worksite Hazard Analysis	**Safety and Health Training**
Complete And Update Baseline Surveys	Employee
Perform Analysis Of New Work	Supervisor
Job Hazard Analysis/ Process Review	Manager
Self-Inspections	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

Contractor performance will be recognized as follows:

Level I - Annual rating score of $\geq$ 36 and a Lost Time Case Rate (LTC) $\leq$ 50% of the LTC for the applicable North American Industry Classification System (NAICS) rate.	*Formal award with public recognition.* *Appropriate past performance referrals provided.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.

Level II - Annual rating score of $\geq$ 28 based on the annual assessment score, and a LTC < the applicable NAICS rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.	*Formal letter of commendation.* *Will impact contract evaluation and past performance referrals.*

Exception: *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

Level III - Annual rating score of ≤ 16 or a LTC NAICS rate.	*Formal letter expressing concern.* *Corrective Action Plan requested.* *Data placed in Past Performance*

Failure to improve could result in contract options not being exercised.

Exception: Contractors with less than 100 employees located onsite MSFC. *A Level III rating will be given to a contractor having greater than two* lost time injuries during the past year.

If contractor's Safety Performance evaluation does not fall within the above categories.	*No recognition*

NOTE: The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct annual self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

6. SAFETY METRIC REPORTING.

The contractor shall report safety metrics to the extent specified in the contract.

7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of $1,000 will be deducted for each occurrence of failure to report the required data.

Safety Performance Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Annual Score)
LTC	and ≤ 50% of the LTC for the applicable NAICS rate **Exception:** Contractors with less than 100 employees located onsite MSFC shall have no lost time injuries during the past year.	and < the applicable NAICS rate **Exception:** Contractors with less than 100 employees located onsite MSFC shall have no more than one lost time injury during the past year.	or > the applicable NAICS rate **Exception:** Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when greater than two lost time injuries are reported during the past year.
Grade Levels	**I**	**II**	**III**
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. **Failure to improve could result in Contract Options not being exercised.**

NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

- ***Deductions***

  - Failure to report information on all personnel and property mishaps that meet the criteria of a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of $1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.
6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.

5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

[END OF SECTION]

2. Holidays

a. New Year's Day
b. Martin Luther King's Birthday
c. President's Day
d. Memorial Day
e. Independence Day
f. Labor Day
g. Columbus Day
h. Veterans Day
i. Thanksgiving Day
j. Christmas Day

3. Vacation or Paid Leave

a. 2 hours of annual leave each week for an employee with less than 3 years of service.
b. 3 hours of annual leave each week for an employee with 3 but less than 15 years of service.
c. 4 hours of annual leave each week for an employee with 15 or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

I.9 SUBCONTRACTS (FAR 52.244-2) (ALTERNATE I (June 2007)

(a) *Definitions.* As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(1) All cost reimbursement subcontracts,
(2) All fixed priced subcontracts exceeding $250,000 total value, including all options.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AkinsCrisp Public Strategies, 116 Jefferson Street, Suite # 305, Huntsville, AL 35801

AI Signal Research, Inc. (ASRI), 3411 Triana Blvd, SW, Huntsville, AL 35805

(End of clause)

I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
013	04/01/2008	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a and 1b

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)* 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___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 Cost & Performance Incentive Fee	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	$7,212,336	$358,073	$ 7,570,409	$7,546,159
This Mod	$8,332,138	$447,533	$ 8,779,671	$1,146,380
New Total	$15,544,474	$805,606	$16,350,080	$8,692,539

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)*
	David A. Iosco Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY *(Signature of Contracting Officer)*	MAR 31 2008

NNM07AA70C

Modification 13

A. The purpose of this modification is to: (1) Exercise Option 1 to extend the Period of Performance from March 31, 2008 through March 31, 2009, and incorporates Wage Determination 2005-2008, Revision 8, Date of Revision 03/11/2008 and (2) provides incremental funding in the amount of $1,146,380 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for Mission Services only is increased by $1,000,000 (from $7,188,086 to $8,188,086). The allotted funding for provisional cost incentive fee is increased by $36,595 (from $92,213.90 to $128,808.90) and provisional cost performance fee is increased by $109,785 (from $265,859.10 to $375,644.10). Thus, the total allotted funding for the contract is increased by $1,146,380 (from $7,546,159 to $8,692,539).

C. Per Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), The Mission Services estimated cost is increased by $6,587,278 (from Base $7,212,336 to $13,799,614), the target cost is increased by $5,014,528 (from Base $5,115,336 to $10,129,864), the target cost IF is increased by $87,754 (from Base $89,518 to $177,272), the maximum performance IF is increased by $263,263 (from Base $268,555 to $531,818). Thus, the total estimated cost for the Mission services is increased by $6,938,295 (from $7,570,409 to $14,508,704).

This modification updates the IDIQ summation of task order values for the Base estimated cost. The IDIQ services estimated cost is $1,744,860 (from $0 to $1,744,860), the target cost is $1,330,719 (from $0 to $1,330,719), the target cost IF is $24,129 (from $0 to $24,129), the maximum performance IF is $72,387 (from $0 to $72,387). Thus, the total estimated cost for the Base summation of IDIQ services is $1,841,376 (from $0 to $1,841,376).

The Option I Mission and Base IDIQ estimated cost together is increased by $8,332,138 (from $7,212,336 to $15,544,474) and the potential cost & performance incentive fee is increased by $447,533 (from $358,073 to $805,606). This breakout includes The Mission Option year I (April 1, 2008 – March 31, 2009) provided at a cost of $6,587,278 plus fee of $351,017 and the IDIQ Base year provided at a cost of $1,744,860 plus fee of $96,516. Thus, the total estimated cost for the contract is increased by $8,779,671 (from $7,570,409 to $16,350,080).

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

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) and B-2, MISSION SERVICES-OPTION VALUES, is hereby deleted in its entirety and the revised Table B-1 & B-2, shown on the enclosed replacement page B-2, is substituted in lieu thereof.

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

Section F, Clause F.2, Paragraph (a), PERIOD OF PERFORMANCE, Page F-2, is hereby deleted in entirety, and the revised Clause F.2, shown on the enclosed replacement page F-2, is substituted in lieu thereof.

NNM07AA70C

Modification 13

Section J, LIST OF ATTACHMENTS, is hereby deleted in its entirety and the revised J-1, shown on the enclosed replacement page J-1, is substituted in lieu thereof.

Section J, Attachment J-18, WAGE DETERMINATION, is hereby added in its entirety to the previous Wage Determination 2005-2008, Revision 4, Date of Last Revision 12/06/2006.

E. 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.

Section	Pages Added	Pages Deleted
TABLE B-1 AND TABLE B-2	B-2 (Mod 13)	B-2 (Mod 11)
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 13)	B-7 (Mod 12)
F- DELIVERIES OF PERFORMANCE	F-2 (Mod 13)	F-2 (Basic)
J, LIST OF ATTACHMENTS	J-1 (Mod 13)	J-1 (Basic)
J-18-1, WAGE DETERMINATION	J-18-1 thru J-18-22 (Mod 13)	J-18-1 thru J-18-9 (Basic)

F. 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
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
Funding Allotted This Action				**$1,146,380.00**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	$ 57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
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	136905.01.05.08	ESAX22008D	62CS20	$262,200.00
	136905.10.10.10.10	ESAX22008D	62JP60	$ 37,800.00
Total Funding Allotted				**$8,692,539.00**

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	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	TBD	TBD	$ 7,570,409
1.a. (See Table B-3)	IDIQ Summation of Task Order Values (BY)	4-01-07 through 3-31-08	$ 1,744,860	$1,330,719	$24,129	$36,284	$ 72,387	TBD	TBD	$ 1,841,376
2.	Mission Services, Option 1 Year	4-01-08 through 3-31-09	$ 6,587,278	$ 5,014,528	$ 87,754	$ 131,631	$ 263,263	TBD	TBD	$ 6,938,295
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)

(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 $8,188,086. 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 – June 7, 2008.

(b) An additional amount of $504,453 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$7,188,086.00	$1,000,000.00	$ 8,188,086.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 92,213.90	$ 36,595.00	$ 128,808.90
Provisional Performance Incentive Fee	$ 265,859.10	$ 109,785.00	$ 375,644.10
Total Sum Allotted	$ 7,546,159.00	$ 1,146,380.00	$ 8,692,539.00

F.4 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be April 1, 2008, through March 31, 2009. If applicable, the contract phase-in period shall be from March 13, 2007, through March 31, 2007.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	April 1, 2008 – March 31, 2009
Option 2	April 1, 2009 – March 31, 2010
Option 3	April 1, 2010 – March 31, 2011
Option 4	April 1, 2011 – March 31, 2012

(End of Clause)

F.5 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

F.6 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this Order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the PWS.

(2) The Contractor shall have up to 14 work days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

(3) On April 1, 2007, the Contractor shall assume full responsibility for the effort covered by the PWS.

(4) During phase-in the Contractor shall:

SECTION J - LIST OF ATTACHMENTS

Attachment No.	Description	Pages
J-1	Performance Work Statement (PWS)	J-1-1 – J-1-21
J-2	Performance Requirements (PRS) Summary	J-2-1 – J-2-4
J-3	Surveillance and Cost Plus Incentive Fee Plan	J-3-1 – J-3-12
J-4	Work Breakdown Structure (WBS)	J-4-1
J-5	Schedule of Fully Burdened Not-to-Exceed IDIQ Labor Rates for the Prime Contractor	J-5-1
J-6	Personal Identity Verification (PIV) Procedures	J-6-1 – J-6-4
J-7	Installation-Provided Property and Services	J-7-1 – J-7-11
J-8	IDIQ Task Order Process Flow Chart	J-8-1
J-9	Safety, Health and Environmental Plan	J-9-1
J-10	Safety & Health Management Implementation Guide and Assessment Matrix	J-10-1 – J-10-3
J-11	Strategic Communication Process	J-11-1
J-12	(Reserved)	N/A
J-13	Data Procurement Document (DPD)	J-13-1 – J-13-28
J-14	Work Management / Work Order Process	J-14-1
J-15	(Reserved)	N/A
J-16	(Reserved)	N/A
J-17	IDIQ Labor Category Position Descriptions	J-17-1 – J-17-2
J-18	Wage Determination	J-18-1 – J-18-22 |
J-19	Applicable Regulations, Procedures, and Documents	J-19-1 – J-19-3
J-20	Acronym List	J-20-1 – J-20-3

ATTACHMENT J-18

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: **2005-2008** Revision No.: **4** Date Of Last Revision: **12/06/2006**

States: **Alabama**, Tennessee

Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston

Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	10.78
01052 - Data Entry Operator II	12.84
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.25
01112 - General Clerk II	11.18
01113 - General Clerk III	13.15
01120 - Housing Referral Assistant	17.51
01141 - Messenger Courier	8.95
01191 - Order Clerk I	11.24
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.50
01262 - Personnel Assistant (Employment) II	15.08
01263 - Personnel Assistant (Employment) III	16.33
01270 - Production Control Clerk	18.39
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.43
01531 - Travel Clerk I	9.71
01532 - Travel Clerk II	10.28
01533 - Travel Clerk III	10.96
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.32
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.29
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	13.57
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	18.58
12030 - EKG Technician	20.57
12035 - Electroneurodiagnostic Technologist	20.57
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00
12073 - Licensed Practical Nurse III	15.68
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60

12195 - Medical Transcriptionist	12.40
12210 - Nuclear Medicine Technologist	29.83
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.87
12223 - Nursing Assistant III	10.76
12224 - Nursing Assistant IV	12.08
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.14
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	12.08
12305 - Radiologic Technologist	20.57
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18
12317 - Scheduler (Drug and Alcohol Testing)	16.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	22.08
13050 - Library Aide/Clerk	12.82
13054 - Library Information Technology Systems Administrator	21.15
13058 - Library Technician	14.67
13061 - Media Specialist I	14.37
13062 - Media Specialist II	16.07
13063 - Media Specialist III	17.92
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87
13110 - Video Teleconference Technician	14.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.39
14042 - Computer Operator II	17.39
14043 - Computer Operator III	18.63
14044 - Computer Operator IV	23.78
14045 - Computer Operator V	26.73
14071 - Computer Programmer I (1)	20.66
14072 - Computer Programmer II (1)	24.76
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.39
14160 - Personal Computer Support Technician	23.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.68
15020 - Aircrew Training Devices Instructor (Rated)	32.29
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	24.89
15070 - Flight Instructor (Pilot)	33.42

15080 - Graphic Artist	19.60
15090 - Technical Instructor	16.29
15095 - Technical Instructor/Course Developer	20.67
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.37
16030 - Counter Attendant	7.37
16040 - Dry Cleaner	9.26
16070 - Finisher, Flatwork, Machine	7.37
16090 - Presser, Hand	7.37
16110 - Presser, Machine, Drycleaning	7.37
16130 - Presser, Machine, Shirts	7.37
16160 - Presser, Machine, Wearing Apparel, Laundry	7.51
16190 - Sewing Machine Operator	9.78
16220 - Tailor	10.23
16250 - Washer, Machine	7.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	18.39
21040 - Material Expediter	18.39
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.00
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	10.50
21150 - Stock Clerk	14.24
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.04
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	17.04
23023 - Aircraft Mechanic III	17.71
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	16.30
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34

23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	13.46
23392 - Gunsmith II	14.84
23393 - Gunsmith III	16.27
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	20.67
23465 - Laboratory/Shelter Mechanic	15.56
23470 - Laborer	10.33
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	20.67
23592 - Metrology Technician II	21.55
23593 - Metrology Technician III	22.41
23640 - Millwright	18.79
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	7.65
24620 - Family Readiness And Support Services Coordinator	11.71
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.88
27007 - Baggage Inspector	9.95
27008 - Corrections Officer	14.36
27010 - Court Security Officer	15.75
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	14.36
27070 - Firefighter	15.75
27101 - Guard I	9.95
27102 - Guard II	12.55
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.38
28043 - Carnival Equpment Worker	7.40
28210 - Gate Attendant/Gate Tender	12.23
28310 - Lifeguard	10.90
28350 - Park Attendant (Aide)	13.68
28510 - Recreation Aide/Health Facility Attendant	9.99
28515 - Recreation Specialist	12.25
28630 - Sports Official	10.90
28690 - Swimming Pool Operator	14.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 - Archeological Technician I	15.69
30022 - Archeological Technician II	17.56
30023 - Archeological Technician III	21.76
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	15.69
30062 - Drafter/CAD Operator II	17.77
30063 - Drafter/CAD Operator III	18.64
30064 - Drafter/CAD Operator IV	22.94
30081 - Engineering Technician I	12.79
30082 - Engineering Technician II	15.89
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	26.34
30085 - Engineering Technician V	30.74
30086 - Engineering Technician VI	37.17
30090 - Environmental Technician	20.17
30210 - Laboratory Technician	18.37
30240 - Mathematical Technician	23.77
30361 - Paralegal/Legal Assistant I	14.87
30362 - Paralegal/Legal Assistant II	18.43
30363 - Paralegal/Legal Assistant III	22.54
30364 - Paralegal/Legal Assistant IV	27.28
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	18.73
30462 - Technical Writer II	22.91
30463 - Technical Writer III	25.38
30491 - Unexploded Ordnance (UXO) Technician I	20.73
30492 - Unexploded Ordnance (UXO) Technician II	25.09
30493 - Unexploded Ordnance (UXO) Technician III	30.07
30494 - Unexploded (UXO) Safety Escort	20.73
30495 - Unexploded (UXO) Sweep Personnel	20.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.39
30621 - Weather Observer, Senior (3)	18.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	12.36
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	13.11

31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	13.11
31362 - Truckdriver, Medium	16.16
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	6.90
99095 - Embalmer	20.73
99251 - Laboratory Animal Caretaker I	8.23
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	20.73
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	12.99
99711 - Recycling Specialist	13.44
99730 - Refuse Collector	11.23
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	10.42
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.42
99841 - Vending Machine Repairer	14.23
99842 - Vending Machine Repairer Helper	12.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid

at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance,

(or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

[END OF ATTACHMENT J-18]

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor William W.Gross Director — Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No.: **2005-2008** Revision No.: **8** Date of Last Revision: **03/11/2008**

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13 .47
01012 - Accounting Clerk II	14 .65
01013 - Accounting Clerk III	16 .77
01020 - Administrative Assistant	21 .27
01040 - Court Reporter	17 .16
01051 - Data Entry Operator I	11 .95
01052 - Data Entry Operator II	13 .89
01060 - Dispatcher, Motor Vehicle	16 .31
01070 - Document Preparation Clerk	12 .47
01090 - Duplicating Machine Operator	12 .47
01111 - General Clerk I	10 .80
01112 - General Clerk II	11 .78
01113 - General Clerk III	13 .86
01120 - Housing Referral Assistant	19 .14
01141 - Messenger Courier	9 .49
01191 - Order Clerk I	11 .51
01192 - Order Clerk II	15 .27
01261 - Personnel Assistant (Employment) I	13 .69
01262 - Personnel Assistant (Employment) II	15 .31
01263 - Personnel Assistant (Employment) III	17 .06
01270 - Production Control Clerk	19 .18
01280 - Receptionist	11 .02

01290 - Rental Clerk	11 .79
01300 - Scheduler, Maintenance	15 .32
01311 - Secretary I	15 .32
01312 - Secretary II	17 .16
01313 - Secretary III	19 .14
01320 - Service Order Dispatcher	13 .83
01410 - Supply Technician	21 .27
01420 - Survey Worker	16 .81
01531 - Travel Clerk I	10 .26
01532 - Travel Clerk II	10 .86
01533 - Travel Clerk III	11 .58
01611 - Word Processor I	13 .12
01612 - Word Processor II	14 .73
01613 - Word Processor III	16 .48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17 .50
05010 - Automotive Electrician	16 .73
05040 - Automotive Glass Installer	15 .94
05070 - Automotive Worker	15 .94
05110 - Mobile Equipment Servicer	14 .45
05130 - Motor Equipment Metal Mechanic	17 .50
05160 - Motor Equipment Metal Worker	15 .94
05190 - Motor Vehicle Mechanic	15 .98
05220 - Motor Vehicle Mechanic Helper	12 .52
05250 - Motor Vehicle Upholstery Worker	15 .22
05280 - Motor Vehicle Wrecker	15 .94
05310 - Painter, Automotive	15 .28
05340 - Radiator Repair Specialist	15 .94
05370 - Tire Repairer	12 .75
05400 - Transmission Repair Specialist	17 .50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .84
07041 - Cook I	9 .14
07042 - Cook II	10 .27
07070 - Dishwasher	7 .57
07130 - Food Service Worker	8 .09
07210 - Meat Cutter	14 .21
07260 - Waiter/Waitress	6 .82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17 .56
09040 - Furniture Handler	13 .94
09080 - Furniture Refinisher	17 .56
09090 - Furniture Refinisher Helper	14 .41
09110 - Furniture Repairer, Minor	15 .98

09130 - Upholsterer	17 .56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9 .28
11060 - Elevator Operator	8 .58
11090 - Gardener	12 .11
11122 - Housekeeping Aide	8 .62
11150 - Janitor	8 .58
11210 - Laborer, Grounds Maintenance	10 .00
11240 - Maid or Houseman	7 .70
11260 - Pruner	9 .28
11270 - Tractor Operator	12 .08
11330 - Trail Maintenance Worker	10 .00
11360 - Window Cleaner	9 .06
12000 - Health Occupations	
12010 - Ambulance Driver	14 .41
12011 - Breath Alcohol Technician	14 .71
12012 - Certified Occupational Therapist Assistant	20 .35
12015 - Certified Physical Therapist Assistant	20 .35
12020 - Dental Assistant	13 .91
12025 - Dental Hygienist	20 .44
12030 - EKG Technician	23 .24
12035 - Electroneurodiagnostic Technologist	23 .24
12040 - Emergency Medical Technician	14 .41
12071 - Licensed Practical Nurse I	14 .07
12072 - Licensed Practical Nurse II	15 .81
12073 - Licensed Practical Nurse III	17 .71
12100 - Medical Assistant	10 .79
12130 - Medical Laboratory Technician	14 .02
12160 - Medical Record Clerk	11 .28
12190 - Medical Record Technician	13 .60
12195 - Medical Transcriptionist	12 .65
12210 - Nuclear Medicine Technologist	30 .65
12221 - Nursing Assistant I	9 .43
12222 - Nursing Assistant II	10 .61
12223 - Nursing Assistant III	11 .57
12224 - Nursing Assistant IV	12 .99
12235 - Optical Dispenser	13 .68
12236 - Optical Technician	10 .38
12250 - Pharmacy Technician	12 .62
12280 - Phlebotomist	12 .99
12305 - Radiologic Technologist	23 .95
12311 - Registered Nurse I	22 .94

12312 - Registered Nurse II	28 .08
12313 - Registered Nurse II, Specialist	28 .08
12314 - Registered Nurse III	33 .97
12315 - Registered Nurse III, Anesthetist	33 .97
12316 - Registered Nurse IV	40 .70
12317 - Scheduler (Drug and Alcohol Testing)	19 .01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .07
13012 - Exhibits Specialist II	23 .35
13013 - Exhibits Specialist III	28 .38
13041 - Illustrator I	19 .07
13042 - Illustrator II	23 .35
13043 - Illustrator III	28 .38
13047 - Librarian	24 .50
13050 - Library Aide/Clerk	13 .17
13054 - Library Information Technology Systems Administrator	22 .12
13058 - Library Technician	14 .67
13061 - Media Specialist I	15 .97
13062 - Media Specialist II	17 .87
13063 - Media Specialist III	19 .92
13071 - Photographer I	14 .72
13072 - Photographer II	17 .00
13073 - Photographer III	20 .36
13074 - Photographer IV	24 .89
13075 - Photographer V	30 .21
13110 - Video Teleconference Technician	15 .97
14000 - Information Technology Occupations	
14041 - Computer Operator I	14 .73
14042 - Computer Operator II	19 .13
14043 - Computer Operator III	20 .49
14044 - Computer Operator IV	26 .16
14045 - Computer Operator V	27 .62
14071 - Computer Programmer I (1)	25 .00
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	14 .73
14160 - Personal Computer Support Technician	26 .16
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	29 .35
15020 - Aircrew Training Devices Instructor (Rated)	35 .52
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	30 .38
15060 - Educational Technologist	27 .38
15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	21 .00
15090 - Technical Instructor	18 .91
15095 - Technical Instructor/Course Developer	23 .11
15110 - Test Proctor	17 .16
15120 - Tutor	17 .16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7 .74
16030 - Counter Attendant	7 .74
16040 - Dry Cleaner	9 .73
16070 - Finisher, Flatwork, Machine	7 .74
16090 - Presser, Hand	7 .74
16110 - Presser, Machine, Drycleaning	7 .74
16130 - Presser, Machine, Shirts	7 .74
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .74
16190 - Sewing Machine Operator	10 .27
16220 - Tailor	10 .78
16250 - Washer, Machine	8 .39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21 .04
19040 - Tool And Die Maker	25 .67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14 .82
21030 - Material Coordinator	19 .18
21040 - Material Expediter	19 .18
21050 - Material Handling Laborer	10 .29
21071 - Order Filler	10 .87
21080 - Production Line Worker (Food Processing)	14 .82
21110 - Shipping Packer	12 .98
21130 - Shipping/Receiving Clerk	12 .98
21140 - Store Worker I	11 .02
21150 - Stock Clerk	14 .95
21210 - Tools And Parts Attendant	14 .82
21410 - Warehouse Specialist	14 .82

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	18 .74
23021 - Aircraft Mechanic I	22 .24
23022 - Aircraft Mechanic II	23 .35
23023 - Aircraft Mechanic III	24 .52
23040 - Aircraft Mechanic Helper	17 .44
23050 - Aircraft, Painter	19 .32
23060 - Aircraft Servicer	19 .34
23080 - Aircraft Worker	20 .27
23110 - Appliance Mechanic	18 .04
23120 - Bicycle Repairer	14 .66
23125 - Cable Splicer	19 .76
23130 - Carpenter, Maintenance	17 .56
23140 - Carpet Layer	17 .29
23160 - Electrician, Maintenance	23 .21
23181 - Electronics Technician Maintenance I	17 .93
23182 - Electronics Technician Maintenance II	25 .55
23183 - Electronics Technician Maintenance III	26 .62
23260 - Fabric Worker	16 .54
23290 - Fire Alarm System Mechanic	18 .79
23310 - Fire Extinguisher Repairer	15 .72
23311 - Fuel Distribution System Mechanic	18 .79
23312 - Fuel Distribution System Operator	16 .80
23370 - General Maintenance Worker	16 .43
23380 - Ground Support Equipment Mechanic	22 .24
23381 - Ground Support Equipment Servicer	19 .34
23382 - Ground Support Equipment Worker	20 .27
23391 - Gunsmith I	14 .48
23392 - Gunsmith II	15 .97
23393 - Gunsmith III	17 .51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .30
23430 - Heavy Equipment Mechanic	18 .38
23440 - Heavy Equipment Operator	17 .87
23460 - Instrument Mechanic	22 .82
23465 - Laboratory/Shelter Mechanic	15 .88
23470 - Laborer	11 .36
23510 - Locksmith	18 .04
23530 - Machinery Maintenance Mechanic	23 .32
23550 - Machinist, Maintenance	18 .05

23580 - Maintenance Trades Helper	14 .41
23591 - Metrology Technician I	22 .82
23592 - Metrology Technician II	23 .80
23593 - Metrology Technician III	24 .74
23640 - Millwright	18 .79
23710 - Office Appliance Repairer	19 .90
23760 - Painter, Maintenance	17 .56
23790 - Pipefitter, Maintenance	18 .90
23810 - Plumber, Maintenance	18 .06
23820 - Pneudraulic Systems Mechanic	18 .79
23850 - Rigger	18 .79
23870 - Scale Mechanic	17 .29
23890 - Sheet-Metal Worker, Maintenance	18 .38
23910 - Small Engine Mechanic	16 .75
23931 - Telecommunications Mechanic I	18 .38
23932 - Telecommunications Mechanic II	20 .21
23950 - Telephone Lineman	18 .38
23960 - Welder, Combination, Maintenance	18 .38
23965 - Well Driller	18 .79
23970 - Woodcraft Worker	18 .79
23980 - Woodworker	16 .43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7 .78
24580 - Child Care Center Clerk	9 .71
24610 - Chore Aide	8 .42
24620 - Family Readiness And Support Services Coordinator	12 .43
24630 - Homemaker	12 .32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18 .86
25040 - Sewage Plant Operator	17 .87
25070 - Stationary Engineer	18 .86
25190 - Ventilation Equipment Tender	14 .85
25210 - Water Treatment Plant Operator	17 .56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11 .98
27007 - Baggage Inspector	10 .74
27008 - Corrections Officer	15 .28
27010 - Court Security Officer	16 .82
27030 - Detection Dog Handler	13 .55
27040 - Detention Officer	15 .28
27070 - Firefighter	16 .82
27101 - Guard I	10 .74
27102 - Guard II	13 .55
27131 - Police Officer I	18 .35

27132 - Police Officer II	20 .41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9 .22
28042 - Carnival Equipment Repairer	9 .68
28043 - Carnival Equipment Worker	7 .64
28210 - Gate Attendant/Gate Tender	12 .85
28310 - Lifeguard	11 .10
28350 - Park Attendant (Aide)	14 .38
28510 - Recreation Aide/Health Facility Attendant	10 .49
28515 - Recreation Specialist	14 .83
28630 - Sports Official	11 .45
28690 - Swimming Pool Operator	15 .65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .70
29020 - Hatch Tender	17 .70
29030 - Line Handler	17 .70
29041 - Stevedore I	16 .90
29042 - Stevedore II	18 .56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34 .27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26 .03
30021 - Archeological Technician I	17 .26
30022 - Archeological Technician II	19 .32
30023 - Archeological Technician III	23 .94
30030 - Cartographic Technician	24 .23
30040 - Civil Engineering Technician	20 .75
30061 - Drafter/CAD Operator I	17 .26
30062 - Drafter/CAD Operator II	19 .55
30063 - Drafter/CAD Operator III	20 .50
30064 - Drafter/CAD Operator IV	25 .23
30081 - Engineering Technician I	14 .53
30082 - Engineering Technician II	17 .48
30083 - Engineering Technician III	21 .00
30084 - Engineering Technician IV	28 .62
30085 - Engineering Technician V	33 .81
30086 - Engineering Technician VI	40 .89
30090 - Environmental Technician	22 .19
30210 - Laboratory Technician	18 .92
30240 - Mathematical Technician	24 .23
30361 - Paralegal/Legal Assistant I	16 .85
30362 - Paralegal/Legal Assistant II	20 .89

30363 - Paralegal/Legal Assistant III	25 .55
30364 - Paralegal/Legal Assistant IV	30 .92
30390 - Photo-Optics Technician	24 .23
30461 - Technical Writer I	20 .96
30462 - Technical Writer II	25 .62
30463 - Technical Writer III	30 .71
30491 - Unexploded Ordnance (UXO) Technician I	21 .78
30492 - Unexploded Ordnance (UXO) Technician II	26 .35
30493 - Unexploded Ordnance (UXO) Technician III	31 .59
30494 - Unexploded (UXO) Safety Escort	21 .78
30495 - Unexploded (UXO) Sweep Personnel	21 .78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20 .50
30621 - Weather Observer, Senior (3)	22 .74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9 .74
31030 - Bus Driver	12 .67
31043 - Driver Courier	13 .89
31260 - Parking and Lot Attendant	9 .19
31290 - Shuttle Bus Driver	14 .77
31310 - Taxi Driver	9 .91
31361 - Truckdriver, Light	14 .77
31362 - Truckdriver, Medium	16 .55
31363 - Truckdriver, Heavy	16 .83
31364 - Truckdriver, Tractor-Trailer	16 .83
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .27
99050 - Desk Clerk	7 .22
99095 - Embalmer	21 .13
99251 - Laboratory Animal Caretaker I	8 .61
99252 - Laboratory Animal Caretaker II	13 .46
99310 - Mortician	21 .13
99410 - Pest Controller	12 .10
99510 - Photofinishing Worker	11 .06
99710 - Recycling Laborer	14 .15
99711 - Recycling Specialist	16 .26
99730 - Refuse Collector	12 .79
99810 - Sales Clerk	10 .45
99820 - School Crossing Guard	12 .33
99830 - Survey Party Chief	15 .89
99831 - Surveying Aide	9 .79
99832 - Surveying Technician	13 .40
99840 - Vending Machine Attendant	12 .64

99841 - Vending Machine Repairer	14 .48
99842 - Vending Machine Repairer Helper	12 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state

or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed

wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
014	05/29/2008	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33	Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806		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; 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)*
See Page 1a and 1b

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)* 52.232-22 "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return __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 Cost & Performance Incentive Fee	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	$15,544,474	$805,606	$16,350,080	$8,692,539
This Mod	$ 0	$ 0	$ 0	$1,839,978
New Total	$15,544,474	$805,606	$16,350,080	$10,532,517

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 *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 5/29/08

NNM07AA70C

Modification 14

A. The purpose of this modification is to provide incremental funding in the amount of $1,839,978 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for Mission Services only is increased by $1,719,606 (from $8,188,086 to $9,907,692). The allotted funding for provisional cost incentive fee is increased by $30,093 (from $128,808.90 to $158,901.90) and provisional cost performance fee is increased by $90,279 (from $375,644.10 to $465,923.10). Thus, the total allotted funding for the contract is increased by $1,839,978 (from $8,692,539 to $10,532,517).

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

Section B, Clause B.6, CONTRACT FUNDING, Page B-7 is hereby deleted in it's 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 14)	B-7 (Mod 13)

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
4200247977 (Mod 14)				$942,496.00
4200248108 (Mod 14)				$121,435.00
4200251968 (Mod 14)				$740,044.00
4200252083 (Mod 14)				$ 36,003.00
Funding Allotted This Action				**$1,839,978.00**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	$ 57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
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
Total Funding Allotted				**$10,532,517.00**

(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 $9,907,692. 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 – September 12, 2008.

(b) An additional amount of $624,825 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$8,188,086.00	$1,719,606.00	$ 9,907,692.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 128,808.90	$ 30,093.00	$ 158,901.90
Provisional Performance Incentive Fee	$ 375,644.10	$ 90,279.00	$ 465,923.10
Total Sum Allotted	$ 8,692,539.00	$ 1,839,978.00	$ 10,532,517.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
015	06/30/2008	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a and 1b

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)* 52.232-22 "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ 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 Cost & Performance Incentive Fee	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	$15,544,474	$805,606	$16,350,080	$10,532,517
This Mod	$ 0	$ 0	$ 0	$ 572,572
New Total	$15,544,474	$805,606	$16,350,080	$11,105,089

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Bobby J. Holden *(Signature of Contracting Officer)*	6/30/08

NNM07AA70C

Modification 14

A. The purpose of this modification is to provide incremental funding in the amount of $572,572 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for Mission Services only is increased by $535,114 (from $9,907,692 $10,442,806). The allotted funding for provisional cost incentive fee is increased by $9,365 (from $158,901.90 to 168,266.90) and provisional cost performance fee is increased by $28,093 (from $465,923.10 to 494,016.10). Thus, the total allotted funding for the contract is increased by $572,572 (from $10,532,517 to $11,105,089).

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

Section B, Clause B.6, CONTRACT FUNDING, Page B-7 is hereby deleted in it's 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 15)	B-7 (Mod 14)

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
4200253763 (Mod 15)				$ 31,153.00
4200256266 (Mod 15)				$357,919.00
4200258503 (Mod 15)				$183,500.00
Funding Allotted This Action				**$572,572.00**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	$ 57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
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
Total Funding Allotted				**$11,105,089**

(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 $10,442,806. 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 – October 27, 2008.

(b) An additional amount of $662,283 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$9,907,692.00	$ 535,114.00	$10,442,806.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 158,901.90	$ 9,365.00	$ 168,266.90
Provisional Performance Incentive Fee	$ 465,923.10	$ 28,093.00	$ 494,016.10
Total Sum Allotted	$ 10,532,517.00	$ 572,572.00	$ 11,105,089.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
016	07/31/2008	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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)*
See Page 1a and 1b

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)* 52.232-22 "Limitation of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ___ 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 Cost & Performance Incentive Fee	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	$15,544,474	$805,606	$16,350,080	$11,105,089
This Mod	$ 0	$ 0	$ 0	$ 875,763
New Total	$15,544,474	$805,606	$16,350,080	$11,980,852

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 *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 7/31/08

NNM07AA70C

Modification 16

A. The purpose of this modification is to provide incremental funding in the amount of $875,763 in accordance with contract clause B.6 (Contract Funding).

B. Accordingly, the allotted funding for Mission Services only is increased by $818,470 (from $10,442,806 to 11,261,276). The allotted funding for provisional cost incentive fee is increased by $14,323 (from $168,266.90 to $182,589.90) and provisional performance incentive fee is increased by $42,970 (from $494,016.10 to $536,986.10). Thus, the total allotted funding for the contract is increased by $875,763 (from $11,105,089 to $11,980,852).

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

Section B, Clause B.6, CONTRACT FUNDING, Page B-7 is hereby deleted in it's 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.

Section	Pages Added	Pages Deleted
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 16)	B-7 (Mod 15)

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
4200263047 (Mod 16)				$3,924.00
4200261836 (Mod 16)				$340,000.00
4200261342 (Mod 16)				$531,839.00
Funding Allotted This Action				**$875,763.00**
Previous Funding				
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
	292487.08.08.01	ESAX22007D	62CS01	$ 32,423.00
	492631.31.08	ESAX22007D	62CS20	$ 57,593.73

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
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
Total Funding Allotted				**$11,980,852.00**

(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 $11,261,276. 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 – October 27, 2008.

(b) An additional amount of $719,576 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$10,442.806.00	$ 818,470.00	$11,261,276.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 168,266.90	$ 14,323.00	$ 182,589.90
Provisional Performance Incentive Fee	$ 494,016.10	$ 42,970.00	$ 536,986.10
Total Sum Allotted	$11,105,089.00	$ 875,763.00	$ 11,980,852.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
017	SEP 2 9 2008	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33	Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806		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; 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)*
See Page 1a and 1b

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: 52.232-22 "Limitation of Funds", 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.)*
(ref. Clause B.2, Table B-1)

	Total Potential Mission & IDIQ Estimated Cost	Total Potential Cost & Performance Incentive Fee	Total Potential Contract Mission & IDIQ Value	Total Funding Allotted Mission Services Only
Previous	$15,544,474	$805,606	$16,350,080	$11,980,852
This Mod	(-$ 205,974)	(-$ 13,923)	(-$ 219,897)	$ 1,543,682
New Total	$15,338,500	$791,683	$16,130,183	$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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Patricia A. Buckley Vice President, Contracts	Bobby J. Holden Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/29/08	BY *(Signature of Contracting Officer)*	SEP 2 9 2008

NNM07AA70C

Modification 17

A. The purpose of this modification is to: (1) provide incremental funding in the amount of $1,543,682 in accordance with contract clause B.6 (Contract Funding) and (2) provide an adjustment to contract value due to reduction in scope for the IDIQ Task Orders NNM07AB14T, NNM07AB17T, NNM07AB19T and NNM07AB63T in the total amount of $219,897.

B. Accordingly, the allotted funding for Mission Services only is increased by $1,471,575 (from $11,261,276 to $12,732,851). The allotted funding for provisional cost incentive fee is increased by $18,026.75 (from $182,589.90 to $200,615.65) and provisional performance incentive fee is increased by $54,080.25 (from $536,986.10 to $591,066.35). Thus, the total allotted funding for the contract is increased by $1,543,682 (from $11,980,852 to $13,524,534).

This modification decreases the Total Potential Mission and IDIQ Estimated Cost by -$205,974 (from $15,544,474 to $15,338,500) and decreases the Total Potential Cost and Performance Incentive Fee by -$13,923 from ($805,606 to $791,683).

Moreover, Per Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), The IDIQ Summation of Task Order Values, Base Year, ESTIMATED COST is decreased by -$205,974 (from $1,744,860 to $1,538,886), TARGET COST is decreased by -$150,818 (from $1,330,719 to $1,179,902), the TARGET COST IF is decreased by -$3,481 (from $24,129 to $20,648), the MAXIMUM COST IF is decreased by -$5,312 (from $36,284 to $30,972), the MAXIMUM PERFORMANCE IF is decreased by -$10,442 (from $72,387 to $61,945) and the TOTAL VALUE is decreased by -$219,879 (from $1,841,376 to $1,621,479).

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

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in it's entirety and the revised Table B-1 shown on the enclosed replacement B-2, is substituted in lieu thereof.

Section B, Clause B.6, CONTRACT FUNDING, Page B-7 is hereby deleted in it's 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.

Section	Pages Added	Pages Deleted
TABLE B-1	B-2 (Mod 17)	B-2, Mod 13
B - SUPPLIES OR SERVICES AND PRICES/COSTS	B-7(Mod 17)	B-7 (Mod 16)

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 17	N/A

F. 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
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
Funding Allotted This Action				**$1,543,682.00**
Previous Funding				
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
Total Funding Allotted				**$13,524,534.00**

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	TBD	TBD	$ 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	TBD	TBD	$ 1,621,479
2.	Mission Services, Option 1 Year	4-01-08 through 3-31-09	$ 6,587,278	$ 5,014,528	$ 87,754	$ 131,631	$ 263,263	TBD	TBD	$ 6,938,295
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)

(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 $12,732,851. 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 – December 20, 2008.

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

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$11,261,276.00	$1,471,575.00	$12,732,851.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 182,589.90	$ 18,026.75	$ 200,616.65
Provisional Performance Incentive Fee	$ 536,986.10	$ 54,080.25	$ 591,066.35
Total Sum Allotted	$11,980,852.00	$1,543,682.00	$ 13,524,534.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
018	SEP 29 2008	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33	Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806		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; 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)*
See Page 1a and 1b

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 Clause 43.103(a), Clause B.4 Cost and Performance Incentive Fee and mutual agreement of both parties
	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	$791,683	$ 0	$ 0	$16,130,183	$13,524,534
This Mod	$ 0	(-$431,584)	$ 156,476	$ 275,107	$ 0	$ 0
New Total	$15,338,500	$360,099	$ 156,477	$ 275,107	$16,130,183	$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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Patricia A. Buckley Vice President, Contracts	Bobby J. Holden Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/29/08	BY *(Signature of Contracting Officer)*	SEP 29 2008

NNM07AA70C

Modification 18

A. The purpose of this modification is to provide Incentive Fee Earned in the amount of $431,584 for the period of April 1, 2007 through March 31, 2008.

B. Accordingly, this modification incorporates the incentive fee earned for the base period in the amount of $431,584 (Mission: $352,137 and IDIQ: $79,447). The total potential incentive fee is decreased by $431,584 for Mission and IDIQ (from $791,683 to $360,099). The cost incentive earned is increased by $156,477 for Mission and IDIQ (from $0 to $156,477) and the performance incentive fee earned is increased by $275,107 (from $0 to 275,107).

- NOTE: The contractor has billed provisional incentive fee in the amount of $227,126 under Base period leaving a balance due to the contractor in the amount of $204,458. The amount of $204,458 is the delta between the "Total Potential Fee Earned" for Base period and the amount of fee provisionally billed by the contractor in the amount of $227,126.

Moreover, Per Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), the Mission Services, Base Year COST IF EARNED is increased by $129,972 (from $0 to $129,972), the PERFORMANCE IF EARNED is increased by $222,165 (from $0 to $222,165). The IDIQ Summation of Task Order Values, Base Year, COST IF EARNED is increased by $26,505 (from $0 to $26,505) and the PERFORMANCE IF EARNED is increased by $52,942 (from $0 to 52,942).

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

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in it's entirety and the revised Table B-1 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.

Section	Pages Added	Pages Deleted
TABLE B-1	B-2 (Mod 18)	B-2, Mod 17

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 18	N/A

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

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	$ 6,587,278	$ 5,014,528	$ 87,754	$ 131,631	$ 263,263	TBD	TBD	$ 6,938,295
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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
019	DEC 0 2 2008	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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 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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Tricia Buckley, Vice President, Contracts	David A. Iosco Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	12/02/2008	BY *(Signature of Contracting Officer)*	DEC 0 2 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.

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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
020	12/31/2008	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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 specifled.

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	$13,524,534
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Bobby J. Holden *(Signature of Contracting Officer)*	12/31/08

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 in increased by $976,466 (from $13,524,534 to $14,501,000). The allotted funding for provisional cost incentive fee is 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 it's 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.

Section	Pages Added	Pages Deleted
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
Funding Allotted This Action				**$ 976,466.00**
Previous Funding				
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
Total Funding Allotted				**$14,501,000.00**

(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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
021	FEB 18 2009	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33	Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806		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; 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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Tricia Buckley Vice President, Contracts	Bobby J. Holden Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	2/13/09	BY *(Signature of Contracting Officer)*	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 in 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 it's 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 it's 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.

Section	Pages Added	Pages Deleted
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.

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 Should be	$ 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
022	FEB 2 7 2009	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
Office of Procurement George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	PS33	Bobby J. Holden Ph.: 256-544-5417 Fax: 256-544-9080 Email: Bobby.J.Holden@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566	PS33

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
Schafer Corporation Attn: Dr. William Marx 7057 Old Madison Pike, Suite 200 Huntsville, AL 35806		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; o (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)* FAR Clause 52.232-22, "Limitation of Funds"

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	$16,959,601	$360,099	$ 156,477	$ 275,107	$17,751,284	$14,501,000
This Mod	$ 0	$ 0	$ 0	$ 0	$ 0	$ 348,747
New Total	$16,959,601	$360,099	$ 156,477	$ 275,107	$17,751,284	$14,849,747

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Bobby J. Holden *(Signature of Contracting Officer)*	2/27/09

NNM07AA70C
Modification 22

A. The purpose of this modification is to provide incremental funding in the amount of $348,747.

B. Accordingly, the allotted funding for Mission Services in increased by $348,747 (from $14,501,000 to $14,849,747). The allotted funding for provisional cost incentive fee is 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 $348,747 (from $14,501,000 to $14,849,747).

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

Section B, Clause B.6, CONTRACT FUNDING, Page B-7 is hereby deleted in it's 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.

Section	Pages Added	Pages Deleted
B, Clause B.6	B-7(Mod 22)	B-7 (Mod 20)

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

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

NNM07AA70C

"Accounting and Appropriation Data"

Purchase Requisition No.	WBS Element	Funds	Cost Center	Amount
4200281421 (Mod 22)				$ 40,400.00
4200282540 (Mod 22)				$127,147.00
4200283818 (Mod 22)				$ 181,200.00
Funding Allotted This Action				**$ 348,747.00**
Previous Funding				
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

"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

(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 $14,058,064. 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 – March 12, 2009.

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

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$13,709,317.00	$ 348,747.00	$14,058,064.00
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	$14,501,000.00	$ 348,747.00	$ 14,849,747.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
023	04/01/2009	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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; o (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)*
See Page Two

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.
X	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). FAR Clause 52.217-9 Option to Extend the Term of the Contract
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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.)*

See Page Two

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)*	
		Harry B. Craig Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-31-09

PR	Program Code	Amount
4200285472	LINE ITEM 1 – Incr Funding Opt Yr 1	$833,401.00
4200286054	LINE ITEM 1 – Incr Funding Opt Yr 2	$87,042.00
4200286640	LINE ITEM 1 – Incr Funding Opt Yr 2 $1,700	$19,480.00
	LINE ITEM 2 – Incr Funding Opt Yr 2 $17,780	
4200287768	LINE ITEM 1 – Incr Funding Opt Yr 2	$230,279.00
	Total	$1,170,202.00

NNM07AA70C
Modification 23

Description of Modification

Mission Services	Current Mission Estimated Cost	Mission Target Cost IF	Maximum Potential Perf IF	Cost IF Earned	Perf IF Earned	Current Mission Value	Total Funding Allotted Mission Only
Previous	$15,420,715	$47,300	$309,653	$129,972	$222,165	$16,129,805	$14,849,747
This Mod	$6,750,181	$90,605	$271,815	$0	$0	$7,112,601	$1,170,202
Total	$22,170,896	$137,905	$581,468	$129,972	$222,165	$23,242,406	$16,019,949

Through Option 1

Individual Task Orders

	Current IDIQ Estimated Cost	IDIQ Target Cost IF	Maximum Potential Performance IF			Current IDIQ Value
Previous	$1,538,886	($5,857)	$9,003	$26,505	$52,942	$1,621,479
This Mod	$0	$0	$0	$0	$0	$0
Total	$1,538,886	($5,857)	$9,003	$26,505	$52,942	$1,621,479

Through Base Period

A. The purposes of this modification are to:

(1) Exercise Option 2 to extend the Period of performance from March 31, 2009 through March 31, 2010. Thus, the total estimated cost for the Mission Services is increased in the amount of $6,750,181, from $15,420,715 to $22,170,896.
(2) Incorporate Wage Determination 2005-2008 Revision 9, Date of Revision 05/29/2008.
(3) Provide incremental funding. Thus, the total allotted funding for the contract is increased in the amount of $1,170,202, from $14,849,747 to $16,019,949. The anticipated funded through date is May 30, 2009.
(4) Update the IDIQ summation of task order values to include Option 1.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEE (IF) and Table B-2, MISSION SERVICES, Page B-2, are hereby deleted in entirety and the revised Table B-1, is substituted in lieu thereof.

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

- F.4, DELIVERIES OR PERFORMANCE, Page F-2, PERIOD OF PERFORMANCE is hereby deleted in entirety and the revised Clause F.4, is substituted in lieu thereof.

- Attachment J-18, Wage Determination is hereby deleted in entirety and the revised Attachment J-18 is substituted in lieu thereof

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

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	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	$ 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	$1,784,667	$1,638,207	$28,668	$43,007	$86,005	TBD	TBD	$1,899,340
3.	Mission Services, Option 2 Year	4-01-09 through 3-31-10	$6,750,181	$5,177,431	$90,605	$135,908	$271,815	TBD	TBD	$7,112,601
3.a. (See Table B-3)	IDIQ Summation of Task Order Values (Option 2)	4-01-09 through 3-31-10	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
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)

(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 $15,228,266. 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 – May 30, 2009.

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

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$14,058,064.00	$1,170,202.00	$15,228,266.00
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	$14,849,747.00	$1,170,202.00	$ 16,019,949.00

F.4 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be April 1, 2008, through March 31, 2010. If applicable, the contract phase-in period shall be from March 13, 2007, through March 31, 2007.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	April 1, 2008 – March 31, 2009
Option 2	April 1, 2009 – March 31, 2010
Option 3	April 1, 2010 – March 31, 2011
Option 4	April 1, 2011 – March 31, 2012

(End of Clause)

F.5 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

F.6 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this Order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the PWS.

(2) The Contractor shall have up to 14 work days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

(3) On April 1, 2007, the Contractor shall assume full responsibility for the effort covered by the PWS.

(4) During phase-in the Contractor shall:

ATTACHMENT J-18

WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: **2005-2008** Revision No.: **4** Date Of Last Revision: **12/06/2006**

States: **Alabama**, Tennessee

Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston

Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	10.78
01052 - Data Entry Operator II	12.84
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.25
01112 - General Clerk II	11.18
01113 - General Clerk III	13.15
01120 - Housing Referral Assistant	17.51
01141 - Messenger Courier	8.95
01191 - Order Clerk I	11.24
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.50
01262 - Personnel Assistant (Employment) II	15.08
01263 - Personnel Assistant (Employment) III	16.33
01270 - Production Control Clerk	18.39
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.43
01531 - Travel Clerk I	9.71
01532 - Travel Clerk II	10.28
01533 - Travel Clerk III	10.96
01611 - Word Processor I	12.34
01612 - Word Processor II	13.77
01613 - Word Processor III	16.31
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	13.32
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	8.06
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.06
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.29
11260 - Pruner	8.72
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	8.24
12000 - Health Occupations	
12010 - Ambulance Driver	14.33
12011 - Breath Alcohol Technician	13.57
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	18.58
12030 - EKG Technician	20.57
12035 - Electroneurodiagnostic Technologist	20.57
12040 - Emergency Medical Technician	14.33
12071 - Licensed Practical Nurse I	12.46
12072 - Licensed Practical Nurse II	14.00
12073 - Licensed Practical Nurse III	15.68
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60

12195 - Medical Transcriptionist	12.40
12210 - Nuclear Medicine Technologist	29.83
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.87
12223 - Nursing Assistant III	10.76
12224 - Nursing Assistant IV	12.08
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.14
12250 - Pharmacy Technician	12.24
12280 - Phlebotomist	12.08
12305 - Radiologic Technologist	20.57
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	24.27
12313 - Registered Nurse II, Specialist	24.27
12314 - Registered Nurse III	29.36
12315 - Registered Nurse III, Anesthetist	29.36
12316 - Registered Nurse IV	35.18
12317 - Scheduler (Drug and Alcohol Testing)	16.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.77
13012 - Exhibits Specialist II	21.76
13013 - Exhibits Specialist III	26.45
13041 - Illustrator I	17.77
13042 - Illustrator II	21.76
13043 - Illustrator III	26.45
13047 - Librarian	22.08
13050 - Library Aide/Clerk	12.82
13054 - Library Information Technology Systems Administrator	21.15
13058 - Library Technician	14.67
13061 - Media Specialist I	14.37
13062 - Media Specialist II	16.07
13063 - Media Specialist III	17.92
13071 - Photographer I	13.58
13072 - Photographer II	15.68
13073 - Photographer III	18.78
13074 - Photographer IV	22.96
13075 - Photographer V	27.87
13110 - Video Teleconference Technician	14.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.39
14042 - Computer Operator II	17.39
14043 - Computer Operator III	18.63
14044 - Computer Operator IV	23.78
14045 - Computer Operator V	26.73
14071 - Computer Programmer I (1)	20.66
14072 - Computer Programmer II (1)	24.76
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.39
14160 - Personal Computer Support Technician	23.78
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.68
15020 - Aircrew Training Devices Instructor (Rated)	32.29
15030 - Air Crew Training Devices Instructor (Pilot)	33.42
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	24.89
15070 - Flight Instructor (Pilot)	33.42

15080 - Graphic Artist	19.60
15090 - Technical Instructor	16.29
15095 - Technical Instructor/Course Developer	20.67
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.37
16030 - Counter Attendant	7.37
16040 - Dry Cleaner	9.26
16070 - Finisher, Flatwork, Machine	7.37
16090 - Presser, Hand	7.37
16110 - Presser, Machine, Drycleaning	7.37
16130 - Presser, Machine, Shirts	7.37
16160 - Presser, Machine, Wearing Apparel, Laundry	7.51
16190 - Sewing Machine Operator	9.78
16220 - Tailor	10.23
16250 - Washer, Machine	7.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.38
19040 - Tool And Die Maker	24.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	18.39
21040 - Material Expediter	18.39
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.00
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	10.50
21150 - Stock Clerk	14.24
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.04
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	17.04
23023 - Aircraft Mechanic III	17.71
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	16.30
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34

23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	13.46
23392 - Gunsmith II	14.84
23393 - Gunsmith III	16.27
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	20.67
23465 - Laboratory/Shelter Mechanic	15.56
23470 - Laborer	10.33
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	16.92
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	20.67
23592 - Metrology Technician II	21.55
23593 - Metrology Technician III	22.41
23640 - Millwright	18.79
23710 - Office Appliance Repairer	18.09
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	7.65
24620 - Family Readiness And Support Services Coordinator	11.71
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.88
27007 - Baggage Inspector	9.95
27008 - Corrections Officer	14.36
27010 - Court Security Officer	15.75
27030 - Detection Dog Handler	12.55
27040 - Detention Officer	14.36
27070 - Firefighter	15.75
27101 - Guard I	9.95
27102 - Guard II	12.55
27131 - Police Officer I	17.14
27132 - Police Officer II	19.05

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.93
28042 - Carnival Equipment Repairer	9.38
28043 - Carnival Equpment Worker	7.40
28210 - Gate Attendant/Gate Tender	12.23
28310 - Lifeguard	10.90
28350 - Park Attendant (Aide)	13.68
28510 - Recreation Aide/Health Facility Attendant	9.99
28515 - Recreation Specialist	12.25
28630 - Sports Official	10.90
28690 - Swimming Pool Operator	14.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.27
30021 - Archeological Technician I	15.69
30022 - Archeological Technician II	17.56
30023 - Archeological Technician III	21.76
30030 - Cartographic Technician	23.09
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	15.69
30062 - Drafter/CAD Operator II	17.77
30063 - Drafter/CAD Operator III	18.64
30064 - Drafter/CAD Operator IV	22.94
30081 - Engineering Technician I	12.79
30082 - Engineering Technician II	15.89
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	26.34
30085 - Engineering Technician V	30.74
30086 - Engineering Technician VI	37.17
30090 - Environmental Technician	20.17
30210 - Laboratory Technician	18.37
30240 - Mathematical Technician	23.77
30361 - Paralegal/Legal Assistant I	14.87
30362 - Paralegal/Legal Assistant II	18.43
30363 - Paralegal/Legal Assistant III	22.54
30364 - Paralegal/Legal Assistant IV	27.28
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	18.73
30462 - Technical Writer II	22.91
30463 - Technical Writer III	25.38
30491 - Unexploded Ordnance (UXO) Technician I	20.73
30492 - Unexploded Ordnance (UXO) Technician II	25.09
30493 - Unexploded Ordnance (UXO) Technician III	30.07
30494 - Unexploded (UXO) Safety Escort	20.73
30495 - Unexploded (UXO) Sweep Personnel	20.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	18.39
30621 - Weather Observer, Senior (3)	18.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	12.36
31260 - Parking and Lot Attendant	8.86
31290 - Shuttle Bus Driver	13.11

31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	13.11
31362 - Truckdriver, Medium	16.16
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	8.82
99050 - Desk Clerk	6.90
99095 - Embalmer	20.73
99251 - Laboratory Animal Caretaker I	8.23
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	20.73
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	10.58
99710 - Recycling Laborer	12.99
99711 - Recycling Specialist	13.44
99730 - Refuse Collector	11.23
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	10.42
99830 - Survey Party Chief	14.67
99831 - Surveying Aide	9.04
99832 - Surveying Technician	12.37
99840 - Vending Machine Attendant	12.42
99841 - Vending Machine Repairer	14.23
99842 - Vending Machine Repairer Helper	12.42

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid

at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance,

(or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

[END OF ATTACHMENT J-18]

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W.Gross
Director

Division of
Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: **2005-2008**
Revision No.: **8**
Date of Last Revision: **03/11/2008**

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

****Fringe Benefits Required Follow the Occupational Listing****

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01090 - Duplicating Machine Operator	12 .47
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09040 - Furniture Handler	13 .94
09080 - Furniture Refinisher	17 .56
09090 - Furniture Refinisher Helper	14 .41
09110 - Furniture Repairer, Minor	15 .98

09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.28
11060 - Elevator Operator	8.58
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.58
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.70
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.06
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	20.35
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	23.24
12040 - Emergency Medical Technician	14.41
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.71
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.65
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.38
12250 - Pharmacy Technician	12.62
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94

12312 - Registered Nurse II	28 .08
12313 - Registered Nurse II, Specialist	28 .08
12314 - Registered Nurse III	33 .97
12315 - Registered Nurse III, Anesthetist	33 .97
12316 - Registered Nurse IV	40 .70
12317 - Scheduler (Drug and Alcohol Testing)	19 .01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .07
13012 - Exhibits Specialist II	23 .35
13013 - Exhibits Specialist III	28 .38
13041 - Illustrator I	19 .07
13042 - Illustrator II	23 .35
13043 - Illustrator III	28 .38
13047 - Librarian	24 .50
13050 - Library Aide/Clerk	13 .17
13054 - Library Information Technology Systems Administrator	22 .12
13058 - Library Technician	14 .67
13061 - Media Specialist I	15 .97
13062 - Media Specialist II	17 .87
13063 - Media Specialist III	19 .92
13071 - Photographer I	14 .72
13072 - Photographer II	17 .00
13073 - Photographer III	20 .36
13074 - Photographer IV	24 .89
13075 - Photographer V	30 .21
13110 - Video Teleconference Technician	15 .97
14000 - Information Technology Occupations	
14041 - Computer Operator I	14 .73
14042 - Computer Operator II	19 .13
14043 - Computer Operator III	20 .49
14044 - Computer Operator IV	26 .16
14045 - Computer Operator V	27 .62
14071 - Computer Programmer I (1)	25 .00
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	14 .73
14160 - Personal Computer Support Technician	26 .16
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	29 .35
15020 - Aircrew Training Devices Instructor (Rated)	35 .52
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	30 .38
15060 - Educational Technologist	27 .38
15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	21 .00
15090 - Technical Instructor	18 .91
15095 - Technical Instructor/Course Developer	23 .11
15110 - Test Proctor	17 .16
15120 - Tutor	17 .16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7 .74
16030 - Counter Attendant	7 .74
16040 - Dry Cleaner	9 .73
16070 - Finisher, Flatwork, Machine	7 .74
16090 - Presser, Hand	7 .74
16110 - Presser, Machine, Drycleaning	7 .74
16130 - Presser, Machine, Shirts	7 .74
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .74
16190 - Sewing Machine Operator	10 .27
16220 - Tailor	10 .78
16250 - Washer, Machine	8 .39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21 .04
19040 - Tool And Die Maker	25 .67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14 .82
21030 - Material Coordinator	19 .18
21040 - Material Expediter	19 .18
21050 - Material Handling Laborer	10 .29
21071 - Order Filler	10 .87
21080 - Production Line Worker (Food Processing)	14 .82
21110 - Shipping Packer	12 .98
21130 - Shipping/Receiving Clerk	12 .98
21140 - Store Worker I	11 .02
21150 - Stock Clerk	14 .95
21210 - Tools And Parts Attendant	14 .82
21410 - Warehouse Specialist	14 .82

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18 .74
23021 - Aircraft Mechanic I	22 .24
23022 - Aircraft Mechanic II	23 .35
23023 - Aircraft Mechanic III	24 .52
23040 - Aircraft Mechanic Helper	17 .44
23050 - Aircraft, Painter	19 .32
23060 - Aircraft Servicer	19 .34
23080 - Aircraft Worker	20 .27
23110 - Appliance Mechanic	18 .04
23120 - Bicycle Repairer	14 .66
23125 - Cable Splicer	19 .76
23130 - Carpenter, Maintenance	17 .56
23140 - Carpet Layer	17 .29
23160 - Electrician, Maintenance	23 .21
23181 - Electronics Technician Maintenance I	17 .93
23182 - Electronics Technician Maintenance II	25 .55
23183 - Electronics Technician Maintenance III	26 .62
23260 - Fabric Worker	16 .54
23290 - Fire Alarm System Mechanic	18 .79
23310 - Fire Extinguisher Repairer	15 .72
23311 - Fuel Distribution System Mechanic	18 .79
23312 - Fuel Distribution System Operator	16 .80
23370 - General Maintenance Worker	16 .43
23380 - Ground Support Equipment Mechanic	22 .24
23381 - Ground Support Equipment Servicer	19 .34
23382 - Ground Support Equipment Worker	20 .27
23391 - Gunsmith I	14 .48
23392 - Gunsmith II	15 .97
23393 - Gunsmith III	17 .51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .30
23430 - Heavy Equipment Mechanic	18 .38
23440 - Heavy Equipment Operator	17 .87
23460 - Instrument Mechanic	22 .82
23465 - Laboratory/Shelter Mechanic	15 .88
23470 - Laborer	11 .36
23510 - Locksmith	18 .04
23530 - Machinery Maintenance Mechanic	23 .32
23550 - Machinist, Maintenance	18 .05

23580 - Maintenance Trades Helper	14 .41
23591 - Metrology Technician I	22 .82
23592 - Metrology Technician II	23 .80
23593 - Metrology Technician III	24 .74
23640 - Millwright	18 .79
23710 - Office Appliance Repairer	19 .90
23760 - Painter, Maintenance	17 .56
23790 - Pipefitter, Maintenance	18 .90
23810 - Plumber, Maintenance	18 .06
23820 - Pneudraulic Systems Mechanic	18 .79
23850 - Rigger	18 .79
23870 - Scale Mechanic	17 .29
23890 - Sheet-Metal Worker, Maintenance	18 .38
23910 - Small Engine Mechanic	16 .75
23931 - Telecommunications Mechanic I	18 .38
23932 - Telecommunications Mechanic II	20 .21
23950 - Telephone Lineman	18 .38
23960 - Welder, Combination, Maintenance	18 .38
23965 - Well Driller	18 .79
23970 - Woodcraft Worker	18 .79
23980 - Woodworker	16 .43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7 .78
24580 - Child Care Center Clerk	9 .71
24610 - Chore Aide	8 .42
24620 - Family Readiness And Support Services Coordinator	12 .43
24630 - Homemaker	12 .32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18 .86
25040 - Sewage Plant Operator	17 .87
25070 - Stationary Engineer	18 .86
25190 - Ventilation Equipment Tender	14 .85
25210 - Water Treatment Plant Operator	17 .56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11 .98
27007 - Baggage Inspector	10 .74
27008 - Corrections Officer	15 .28
27010 - Court Security Officer	16 .82
27030 - Detection Dog Handler	13 .55
27040 - Detention Officer	15 .28
27070 - Firefighter	16 .82
27101 - Guard I	10 .74
27102 - Guard II	13 .55
27131 - Police Officer I	18 .35

27132 - Police Officer II	20 .41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9 .22
28042 - Carnival Equipment Repairer	9 .68
28043 - Carnival Equipment Worker	7 .64
28210 - Gate Attendant/Gate Tender	12 .85
28310 - Lifeguard	11 .10
28350 - Park Attendant (Aide)	14 .38
28510 - Recreation Aide/Health Facility Attendant	10 .49
28515 - Recreation Specialist	14 .83
28630 - Sports Official	11 .45
28690 - Swimming Pool Operator	15 .65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17 .70
29020 - Hatch Tender	17 .70
29030 - Line Handler	17 .70
29041 - Stevedore I	16 .90
29042 - Stevedore II	18 .56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34 .27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26 .03
30021 - Archeological Technician I	17 .26
30022 - Archeological Technician II	19 .32
30023 - Archeological Technician III	23 .94
30030 - Cartographic Technician	24 .23
30040 - Civil Engineering Technician	20 .75
30061 - Drafter/CAD Operator I	17 .26
30062 - Drafter/CAD Operator II	19 .55
30063 - Drafter/CAD Operator III	20 .50
30064 - Drafter/CAD Operator IV	25 .23
30081 - Engineering Technician I	14 .53
30082 - Engineering Technician II	17 .48
30083 - Engineering Technician III	21 .00
30084 - Engineering Technician IV	28 .62
30085 - Engineering Technician V	33 .81
30086 - Engineering Technician VI	40 .89
30090 - Environmental Technician	22 .19
30210 - Laboratory Technician	18 .92
30240 - Mathematical Technician	24 .23
30361 - Paralegal/Legal Assistant I	16 .85
30362 - Paralegal/Legal Assistant II	20 .89

30363 - Paralegal/Legal Assistant III	25 .55
30364 - Paralegal/Legal Assistant IV	30 .92
30390 - Photo-Optics Technician	24 .23
30461 - Technical Writer I	20 .96
30462 - Technical Writer II	25 .62
30463 - Technical Writer III	30 .71
30491 - Unexploded Ordnance (UXO) Technician I	21 .78
30492 - Unexploded Ordnance (UXO) Technician II	26 .35
30493 - Unexploded Ordnance (UXO) Technician III	31 .59
30494 - Unexploded (UXO) Safety Escort	21 .78
30495 - Unexploded (UXO) Sweep Personnel	21 .78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20 .50
30621 - Weather Observer, Senior (3)	22 .74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9 .74
31030 - Bus Driver	12 .67
31043 - Driver Courier	13 .89
31260 - Parking and Lot Attendant	9 .19
31290 - Shuttle Bus Driver	14 .77
31310 - Taxi Driver	9 .91
31361 - Truckdriver, Light	14 .77
31362 - Truckdriver, Medium	16 .55
31363 - Truckdriver, Heavy	16 .83
31364 - Truckdriver, Tractor-Trailer	16 .83
99000 - Miscellaneous Occupations	
99030 - Cashier	9 .27
99050 - Desk Clerk	7 .22
99095 - Embalmer	21 .13
99251 - Laboratory Animal Caretaker I	8 .61
99252 - Laboratory Animal Caretaker II	13 .46
99310 - Mortician	21 .13
99410 - Pest Controller	12 .10
99510 - Photofinishing Worker	11 .06
99710 - Recycling Laborer	14 .15
99711 - Recycling Specialist	16 .26
99730 - Refuse Collector	12 .79
99810 - Sales Clerk	10 .45
99820 - School Crossing Guard	12 .33
99830 - Survey Party Chief	15 .89
99831 - Surveying Aide	9 .79
99832 - Surveying Technician	13 .40
99840 - Vending Machine Attendant	12 .64

99841 - Vending Machine Repairer	14 .48
99842 - Vending Machine Repairer Helper	12 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state

or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed

wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2008 (Rev.-9) was first posted on www.wdol.gov on 06/03/2008
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2008 Revision No.: 9 Date Of Revision: 05/29/2008

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.95
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
01112 - General Clerk II	11.78
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	9.49
01191 - Order Clerk I	11.51
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.69
01262 - Personnel Assistant (Employment) II	15.31
01263 - Personnel Assistant (Employment) III	17.06
01270 - Production Control Clerk	19.18
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	10.26
01532 - Travel Clerk II	10.86
01533 - Travel Clerk III	11.58
01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	16.73
05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	17.50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	6.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.28
11060 - Elevator Operator	8.58
11090 - Gardener	12.11
11122 - Housekeeping Aide	8.62
11150 - Janitor	8.58
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.70
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.06
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	20.35
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	20.44
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	23.24
12040 - Emergency Medical Technician	14.41
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.71
12100 - Medical Assistant	10.79
12130 - Medical Laboratory Technician	14.02
12160 - Medical Record Clerk	11.28
12190 - Medical Record Technician	13.60
12195 - Medical Transcriptionist	12.65
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61

12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.38
12250 - Pharmacy Technician	12.62
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.07
13012 - Exhibits Specialist II	23.35
13013 - Exhibits Specialist III	28.38
13041 - Illustrator I	19.07
13042 - Illustrator II	23.35
13043 - Illustrator III	28.38
13047 - Librarian	24.50
13050 - Library Aide/Clerk	13.17
13054 - Library Information Technology Systems Administrator	22.12
13058 - Library Technician	14.67
13061 - Media Specialist I	15.97
13062 - Media Specialist II	17.87
13063 - Media Specialist III	19.92
13071 - Photographer I	14.72
13072 - Photographer II	17.00
13073 - Photographer III	20.36
13074 - Photographer IV	24.89
13075 - Photographer V	30.21
13110 - Video Teleconference Technician	15.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.73
14042 - Computer Operator II	19.13
14043 - Computer Operator III	20.49
14044 - Computer Operator IV	26.16
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	25.00
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	14.73
14160 - Personal Computer Support Technician	26.16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	27.38
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	21.00
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.74

16030 - Counter Attendant	7.74
16040 - Dry Cleaner	9.73
16070 - Finisher, Flatwork, Machine	7.74
16090 - Presser, Hand	7.74
16110 - Presser, Machine, Drycleaning	7.74
16130 - Presser, Machine, Shirts	7.74
16160 - Presser, Machine, Wearing Apparel, Laundry	7.74
16190 - Sewing Machine Operator	10.27
16220 - Tailor	10.78
16250 - Washer, Machine	8.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.04
19040 - Tool And Die Maker	25.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	11.02
21150 - Stock Clerk	14.95
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.74
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34
23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	17.93
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	14.48
23392 - Gunsmith II	15.97
23393 - Gunsmith III	17.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	15.88

23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.05
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	8.42
24620 - Family Readiness And Support Services Coordinator	12.43
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.98
27007 - Baggage Inspector	10.74
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.74
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.22
28042 - Carnival Equipment Repairer	9.68
28043 - Carnival Equpment Worker	7.64
28210 - Gate Attendant/Gate Tender	12.85
28310 - Lifeguard	11.10
28350 - Park Attendant (Aide)	14.38
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	14.83
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70

29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.03
30021 - Archeological Technician I	17.26
30022 - Archeological Technician II	19.32
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.23
30040 - Civil Engineering Technician	20.75
30061 - Drafter/CAD Operator I	17.26
30062 - Drafter/CAD Operator II	19.55
30063 - Drafter/CAD Operator III	20.50
30064 - Drafter/CAD Operator IV	25.23
30081 - Engineering Technician I	14.53
30082 - Engineering Technician II	17.48
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	24.23
30361 - Paralegal/Legal Assistant I	16.85
30362 - Paralegal/Legal Assistant II	20.89
30363 - Paralegal/Legal Assistant III	25.55
30364 - Paralegal/Legal Assistant IV	30.92
30390 - Photo-Optics Technician	24.23
30461 - Technical Writer I	20.96
30462 - Technical Writer II	25.62
30463 - Technical Writer III	30.71
30491 - Unexploded Ordnance (UXO) Technician I	21.78
30492 - Unexploded Ordnance (UXO) Technician II	26.35
30493 - Unexploded Ordnance (UXO) Technician III	31.59
30494 - Unexploded (UXO) Safety Escort	21.78
30495 - Unexploded (UXO) Sweep Personnel	21.78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.50
30621 - Weather Observer, Senior (3)	22.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	13.89
31260 - Parking and Lot Attendant	9.19
31290 - Shuttle Bus Driver	14.77
31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	14.77
31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	9.27
99050 - Desk Clerk	7.22
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	11.06
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79

99810 - Sales Clerk	10.45
99820 - School Crossing Guard	12.33
99830 - Survey Party Chief	15.89
99831 - Surveying Aide	9.79
99832 - Surveying Technician	13.40
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
024	04/29/2009	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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; o (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)*
See Page 1a

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)* FAR CLAUSE 52.232-22 "Limitation Of Funds Clause"

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.)*

See Page Two

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 *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 4/29/09

PR	Program Code	Amount
4200289452	LINE ITEM 1 – Incr Funding Opt Yr 2	$661,384.00
	LINE ITEM 2 – Incr Funding Opt Yr 2	$12,500.00
4200290951	LINE ITEM 1 – Incr Funding Opt Yr 2	$7,600.00
	Total	$681,484.00

NNM07AA70C
Modification 24

Description of Modification

Mission Services	Current Mission Estimated Cost	Mission Target Cost IF	Maximum Potential Perf IF	Cost IF Earned	Perf IF Earned	Current Mission Value	Total Funding Allotted Mission Only
Previous	$22,170,896	$137,905	$581,468	$129,972	$222,165	$16,129,805	$16,019,949
This Mod	$0	$0	$0	$0	$0	$7,112,601	$681,484
Total	$22,170,896	$137,905	$581,468	$129,972	$222,165	$23,242,406	$16,701,433

Through Option 1

Individual Task Orders

	Current IDIQ Estimated Cost	IDIQ Target Cost IF	Maximum Potential Performance IF			Current IDIQ Value
Previous	$1,538,886	($5,857)	$9,003	$26,505	$52,942	$1,621,479
This Mod	$0	$0	$0	$0	$0	$0
Total	$1,538,886	($5,857)	$9,003	$26,505	$52,942	$1,621,479

Through Base Period

A. The purpose of this modification is to:

(1) Provide incremental funding. Thus, the total allotted funding for the contract is increased in the amount of $681,484, from$16,019,949 $16,701,433. The anticipated funded through date is June 30, 2009.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

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

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

(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 $15,780,131.00. 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 – June 30, 2009.

(b) An additional amount of $921,302 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$15,228,266.00	$ 551,865.00	$15,780,131.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 200,616.65	$ 32,405.00	$ 233,021.65
Provisional Performance Incentive Fee	$ 591,066.35	$ 97,214.00	$ 688,280.35
Total Sum Allotted	$16,019,949.00	$ 681,484.00	$ 16,701,433.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page	Pages
08	1	4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable*)
025	05/29/2009	See Schedule	

6. ISSUED BY CODE PS33

Office of Procurement
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

7. ADMINISTERED BY *(If other than Item 6)* CODE PS33

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

CODE SAP ID# 100495 FACILITY CODE CAGE 8F406

(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

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; o (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)*
See Page 1a

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)* FAR CLAUSE 52.232-22 "Limitation Of Funds Clause"

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.)*

See Page Two

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 *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 5/29/09

PR	Program Code	Amount
4200293659	Incr Funding Opt Yr 2	$135,832.00
4200293667	Incr Funding Opt Yr 2	$195,000.00
4200294246	Incr Funding Opt Yr 2	$242.00
4200296144	Incr Funding Opt Yr 2	$1,500,790.00
	Total	$1,831,864.00

NNM07AA70C
Modification 25

Description of Modification

Mission Services	Current Mission Estimated Cost	Mission Target Cost IF	Maximum Potential Perf IF	Cost IF Earned	Perf IF Earned	Current Mission Value	Total Funding Allotted Mission Only
Previous	$22,170,896	$137,905	$581,468	$129,972	$222,165	$23,242,406	$16,701,433
This Mod	$0	$0	$0	$0	$0	$0	$1,831,864
Total	$22,170,896	$137,905	$581,468	$129,972	$222,165	$23,242,406	$18,533,297

Through Option 1

Individual Task Orders

	Current IDIQ Estimated Cost	IDIQ Target Cost IF	Maximum Potential Performance IF			Current IDIQ Value
Previous	$1,538,886	($5,857)	$9,003	$26,505	$52,942	$1,621,479
This Mod	$0	$0	$0	$0	$0	$0
Total	$1,538,886	($5,857)	$9,003	$26,505	$52,942	$1,621,479

Through Base Period

A. The purpose of this modification is to:

(1) Provide incremental funding. Thus, the total allotted funding for the contract is increased in the amount of $1,831,864, from $16,701,433 to $18,533,297. The anticipated funded through date is September 18, 2009.

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

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

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

(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 $17,492,153. 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 – September 18, 2009.

(b) An additional amount of $1,041,144 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$15,780,131.00	$ 1,712,022.00	$17,492,153.00
IDIQ Estimated Cost	0	$ 0	0
Provisional Cost Incentive Fee	$ 233,021.65	$ 29,961.00	$ 262,982.65
Provisional Performance Incentive Fee	$ 688,280.35	$ 89,881.00	$ 778,161.35
Total Sum Allotted	$16,701,433.00	$ 1,831,864.00	$ 18,533,297.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000026	06/24/2009	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Bobby J. Holden Procurement Office/PS33 NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		
SCHAFER CORP 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 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: $76,333.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Contract Clause B.6 Contract Funding NFS 1852.232-81

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.)*

1. The purposes of this contract modification is to provide for:
(a) Incremental funding in the amount of $76,333, thereby increasing the total funds allotted for the contract from $18,533,297 to $18,609,630;
(b) Extend the anticipated funded through date to September 30, 2009; and
(c) Update COTR/Dan Woodard and Alternate COTR/Lawrence Gross.

2. 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 entirety and the revised Clause B.6, is substituted in lieu thereof.

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)*	
		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED 06/24/2009

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES: Current Contract Value: $31,113,885 Maximum Potential Value for this Contract: $53,296,351.00 Obligated Amount for this Modification: $76,333.00 Total Obligated Amount for this Award: $18,609,630.00 Incremental Funded Amount changed: from $18,533,297.00 to $18,609,630.00 Accounting and Appropriation Data: PR 4200297575 Account code: 62VP41/6100.2511/62/FC000000/278083.01.50.01/000/2510/62/ESAX22008D/479A/1/2 Cost Center 62VP41 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $19,910.00 PR 4200299064 Account code: 62EO01/6100.2511/62/FC000000/736466.11.01.08.31/000/2510/62/CASX22009D/361N/1/2 Cost Center 62EO01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $25,000.00 Account code: 62VP01/6100.2511/62/FC000000/397424.07.02.03.09/000/2510/62/SCEX22009D/814L/2/3 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Amount: $15,000.00 Account code: 62VP21/6100.2511/62/FC000000/132438.11.02/000/2510/62/EXPX22009D/479A/3/4 Cost Center 62VP21 GI Account 6100.2511 Order FC000000 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: $1,453.00 Account code: 62VP11/6100.2511/62/FC000000/401769.06.02.02.01.2/ 4/000/2510/62/EXCX22009D/733B/4/5 Cost Center 62VP11 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,300.00 Account code: 62CS20/6100.2511/62/FC000000/075585.01.01.01.02.0/ 8/000/2510/62/EXPX22009D/020U/5/6 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,366.00 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22009D/361N/6/7 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $804.00 PR 4200299641 Account code: 62ER01/6100.2511/62/FC000000/736466.08.01.08.05.0/ 4/000/2510/62/CASX22009D/361N/1/2 Cost Center 62ER01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,000.00 PR 4200300358 Account code: 62MP02/6100.2511/62/FC000000/847338.01.03.01/000/2 510/62/EXCX22009D/538A/1/2 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,500.00				

(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 $17,563,492 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 – September 30, 2009.

(b) An additional amount of $1,046,138 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$17,492,153	$71,339	$17,563,492
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$262,983	$1,249	$264,232
Provisional Performance Incentive Fee	$778,161	$3,745	$781,906
Total Sum Allotted	$18,533,297	$76,333	$18,609,630

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000027	See Block 16C		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $231,438.00
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 _____ copies to the issuing office.

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

1. The purposes of this modification are to:

(a) update Contract Section I to incorporate clauses pertaining to Schafer Corporations change in status from a small business to a large business as well as incorporation of other required clauses;
(b) provide incremental funding in the amount of $231,438, from $18,609,630.00 to $18,841,068.00, to fund this effort through the anticipated funded through date of October 31, 2009.
(c) current value of this contract is unchanged: $31,113,885.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are
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)*	
		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 07/29/2009

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	provided with sidebars indicating change. (a) B.6 Contract Funding NFS 1852.232-81 (b) Section I is deleted in its entirety and replaced with updated Section I in its entirety. Incorporated Clauses in Section I: 52.203-13 Contractor Code of Business Ethics and Conduct (required in basic award) 52.215-13 Subcontractor Cost or Pricing Data Modifications (based on change in status) 52.215-16 Facilities Capital Cost of Money (deleted from Section I/belonged in Section L) 52.216-10 Incentive Fee (required in basic award) 52.216-18 Ordering (moved from full text to incorporated by reference) 52.216-19 Ordering Limitations (moved from full text to incorporated by reference) 52.216-22 Indefinite Quantity (moved from full text to incorporated by reference) 52.219-9 Small Business Subcontracting Plan (Alt II) (based on change in status) 52.216-14 Limitations on Subcontracting (moved from full text to incorporated by reference) 52.219-16 Liquidated Damages Subcontracting Plan (based on change in status) 52.222-35 Equal Opportunity on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (corrected date from Dec 2001 to Sep 2006) 52.222-37 Employment Reports for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (corrected date from Dec 2001 to Sep 2006) 52.222-38 Compliance with Veteran¿s Employment Reporting Requirements (deleted from Section I/belonged in Section K) 52.232-33 Payment by Electronic Funds Transfer ¿ Central Contractor Registration (deleted, NASA does not use this clause) and replaced with 52.232-34 Payment by Electronic Funds Transfer¿Other than Central Contractor Registration. 52.244-2 Subcontracts (moved from full text to incorporated by reference) 1852.219-75 Small Business Subcontracting Reporting (based on change in status) 1852.219-76 NASA 8 Percent Goal (required in Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	basic award/full text) 1852.228-75 Minimum Insurance Coverage (moved from full text to incorporated by reference) 3. All other terms and conditions of this contract are unchanged and remain in full force and effect. Accounting and Appropriation Data: PR 4200305023 Account code: 62CS30/6100.2511/62/FC000000/383807.02.01.05.01/000/2510/62/SCEX22009D/728A/1/2 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $60,000.00 PR 4200305023 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22009D/361N/2/3 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $42,000.00 PR 4200305364 Account code: 62JP30/6100.2511/62/FC000000/136905.08.05.01.08/000/2510/62/EXPX22009D/234A/1/2 Cost Center 62JP30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $438.00 PR 4200305364 Account code: 62VP01/6100.2511/62/FC000000/397424.07.02.03.09/000/2510/62/SCEX22009D/814L/2/3 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $9,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR 4200305364 Account code: 62VP01/6100.2511/62/FC000000/378710.05.02/000/2510 /62/SCEX22009D/814L/3/4 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $14,000.00 PR 4200303978 Account code: 62CS20/6100.2511/62/FC000000/401769.06.08.02.04.0/ 5/000/2510/62/EXCX22009D/733B/2/3 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $40,000.00 PR 4200303978 Account code: 62ES01/6100.2511/62/FC000000/736466.11.01.08.39/00 0/2510/62/CASX22009D/361N/3/4 Cost Center 62ES01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $41,000.00 PR 4200303978 Account code: 62VP33/6100.2511/62/FC000000/439906.04.01.06.06.0/ 1/000/2510/62/EXPX22009D/020U/1/2 Cost Center 62VP33 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $25,000.00				

(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 **$17,779,789** 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 – October 31, 2009.**

(b) An additional amount of **$1,061,279** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$17,563,492	$216,297	$17,779,789
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$264,232	$3,785	$268,017
Provisional Performance Incentive Fee	$781,906	$11,356	$793,262
Total Sum Allotted	$18,609,630	$231,438	$18,841,068

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

FAR Clauses: http://www.arnet.gov/far/

NASA FAR Supplement clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	Clause Title	Date
52.202-1	Definitions	Jul 2004
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.203-13	**Contractor Code of Business Ethics and Conduct**	**Dec 2008**
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records – Negotiation	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	Oct 1997

Number	Clause Title	Date
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II)(Oct (Alternate III) (Oct 1997) *Insert in paragraph (c)*: MS Word & Excel CD-R	Oct 1997
52.216-7	Allowable Cost and Payment *Insert in paragraph:* 30 days	Dec 2002
52.216-10	**Incentive Fee**	**Mar 1997**
52.216-18	**Ordering**	**Oct 1995**
52.216-19	**Order Limitations**	**Oct 1995**
52.216-22	**Indefinite Quantity**	**Oct 1995**
52.217-8	Option to Extend Services *Insert in paragraph:* 30 days	Nov 1999
52.219-6	Notice of Total Small Business Set-Aside	Jun 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	**Small Business Subcontracting Plan (Alternate II, Oct 2001)**	**Apr 2008**
52.219-14	**Limitations on Subcontracting**	**Dec 1996**
52.219-16	**Liquidated Damages – Subcontracting Plan**	**Jan 1999**
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums as approved by Contracting Officer	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	**Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans**	**Sep 2006**
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	**Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans**	**Sep 2006**
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-3	Hazardous Material Identification and Material Safety Data -- Alternate I (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)(Aug 2003) (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984

Number	Clause Title	Date
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies	Jun 2003
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-17	Rights In Data-Special Works	Oct 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year September 30, 2007	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment (Alternate I)(Feb 2002)	Oct 2003
52.232-34	**Payment By Electronic Funds Transfer – Other Than Central Contractor Registration**	**May 1999**
52.233-1	Disputes (Alternate I) (Dec 1991)	Jul 2002
52.233-3	Protest After Award (Alternate I)(Jun 1985)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.244-2	**Subcontracts, Alternate 1**	**Jun 2007**
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement (Alternate II)(Apr 1984)	Aug 1987
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Feb 2006
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time-And-Material or Labor-Hour Contracts)	May 2004
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-1	Commercial Bill Of Lading Notations	Feb 2006
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources Interagency	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Number	Clause Title	Date
1852.216-89	Assignment and Release Forms	Jul 1997
1852.219-74	Use of Rural Area Small Businesses	Sep 1990
1852.219-75	**Small Business Subcontracting Reporting**	**May 1999**
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.227-87	Transfer of Technical Data under Space Station International Agreements	Apr 1989
1852.228-75	**Minimum Insurance Coverage**	**Oct 1988**
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Savings	Mar 1997

(End of Clause)

I.2 NOTIFICATION OF OWNERSHIP CHANGES FAR 52.215-19 (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within **30** days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.3 RESERVED

I.4 RESERVED

I.5 RESERVED

I.6 RESERVED

I.7 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES FAR 52.222-39 (DEC 2004)

(a) Definition. As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)). Notice to Employees under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
(e) The requirement to post the employee notice in paragraph (b) does not apply to—
(1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (iii) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such

involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION

A. Classification, Grades, and Rates

Classification	Grade	Hourly Rate
Exhibits Specialist III	GS-09	$20.73
Exhibits Specialist II	GS-07	$16.95
General Clerk IV (Media Clips Specialist)	GS-04	$12.23
Writer/Editor III	GS-11	$25.09
Writer/Editor II	GS-09	$20.73
Writer/Editor I	GS-07	$16.95
Materials Coordinator	WG-07	$17.46

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance
   Life, accident and health insurance, and sick leave programs, 25% of basic hourly rate.

2. Holidays
   a. New Year's Day
   b. Martin Luther King's Birthday
   c. President's Day
   d. Memorial Day
   e. Independence Day
   f. Labor Day
   g. Columbus Day
   h. Veterans Day
   i. Thanksgiving Day

j. Christmas Day

3. Vacation or Paid Leave

a. 2 hours of annual leave each week for an employee with less than 3 years of service.
b. 3 hours of annual leave each week for an employee with 3 but less than 15 years of service.
c. 4 hours of annual leave each week for an employee with 15 or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of Clause)

I.9 RESERVED

I.10 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES NFS 1852.204-76 (MAY 2007)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS)

200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within **30** days after contract award, the Contractor shall

provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within **90** days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within **5** days of the personnel change and ensure these individuals obtain System Administrator certification within **90** days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within **14** days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These

systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last **3** years);

(ii) Screening conducted by NASA within the last **3** years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last **3** years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of Clause)

I.11 OMBUDSMAN NFS 1852.215-84 (OCT 2003) ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Committee, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation Ombudsman, Ms. Robin N. Henderson, George C. Marshall Space Flight Center, DE01, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and e-mail address: Robin.N.Henderson@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of Clause)

I.12 RESERVED

I.13 RELEASE OF SENSITIVE INFORMATION NFS 1852.237-73 (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive

information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

> This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

> Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(h) The Contractor shall comply with all requirements of DRD1140-MA-007, Organizational Conflict of Interest (OCI) Avoidance Plan.

(End of Clause)

I. 14 ACCESS TO SENSITIVE INFORMATION NFS 1852.237-72 (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –

(1) Utilize any sensitive information coming into its possession only for

the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f); suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of Clause)

I.15 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE MSFC 52.252-90 (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.16 NASA 8 PERCENT GOAL NFS 1852.219-76 (JUL 1997)

(a) Definitions.
"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.
(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 7

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

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Tricia Buckley, V.P. Contracts	Bobby J Holden

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/2/09	*(Signature of Contracting Officer)*	9/4/09

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

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.

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

(a) Table B-1, Estimated Cost and Incentive Fees
(b) Table B-4, Target Costs
(c) B.6, Contract Funding 1852.232-81

3. 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 28	P-07H-100 Rev1

Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. All other terms and conditions of this contract are unchanged and remain in full force and effect. 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 CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from $8,559,396.00 to $8,747,853.00 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 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: NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/3/4 Cost Center 62CS01 GI Account 6100.2511 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

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 ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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: 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: 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: 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 ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

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/FC000000/736466.01.08.08.05/000/2510/62/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/FC000000/736466.01.08.08.04/000/2510/62/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/FC000000/736466.01.04.08.01/000/2510/62/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 ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/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/FC000000/550028.07.02.08/000/2510/62/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,**
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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000029	09/16/2009		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
See Schedule

Net Decrease: -$23,000.00

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.
X	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:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this modification is to de-obligate funding per request from CS01/Fred Harrington. $23,000 in funding was de-obligated from CMM Line 5, Accounting Line 62.
LIST OF CHANGES:
Total Amount for this Modification: $0.00
New Total Amount for this Version: $7,112,601.00
New Total Amount for this Award: $54,113,329.00
Obligated Amount for this Modification: -$23,000.00
New Total Obligated Amount for this Award: $19,963,309.00
Incremental Funded Amount changed: from
$19,986,309.00 to $19,963,309.00
CHANGES FOR LINE ITEM NUMBER: 5
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Bobby J. Holden *(Signature of Contracting Officer)*	09/16/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: -$23,000.00 Incremental Funded Amount changed from $5,136,562.00 to $5,113,562.00 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/736466.01.08.08.05/000/2 510/62/CASX22009D/361N Account code changed from 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/00 0/2510/62/CASX22009D/361N/3/196 to 62CS30/6100.2511/FC000000/736466.01.08.08.05/000/2 510/62/CASX22009D/361N Amount changed from $135,613.00 to $112,613.00 Percent changed from 1.90666 to 1.58329 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000030	SEP 2 8 2009	4200311819	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
SCHAFER CORP Attn: Ann Mix 7057 Old Madison Pike, Suite 200 Huntsville AL 35806	(X)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 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)
See Schedule

Net Increase: $600,041.00

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: FAR Clause 43.103(a), Clause B.4 Cost and Performance Incentive Fee and mutual agreement of both parties
	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.)

A. The purpose of this modification is to provide Incentive Fee Earned in the amount of $465,771 for the period of April 1, 2008 through March 31, 2009. Based on Government direction Clin 2a was reduced to reflect the reduction of 2 IDIQ Task Orders. The amount of the reduction in the Estimated Cost is $487,959.

B. Accordingly, this modification incorporates the incentive fee earned for the Option Year 1 in the amount of $465,771 (Mission: $383,950 and IDIQ: $81,821). The cost incentive earned is increased by $162,562 for Mission and IDIQ and the performance incentive fee earned is increased by $303,209 for Mission and IDIQ.

NOTE: The contractor has billed provisional incentive fee in the amount of $231,852 under

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)
Tricia Buckley, Vice President of Contracts	Bobby J Holden

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/28/09	(Signature of Contracting Officer)	SEP 2 8 2009

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Option Year 1 period leaving a balance due to the contractor in the amount of $233,919. The amount of $233,919 is the delta between the Total Potential Fee Earned for Option Year 1 period and the amount of fee provisionally billed by the contractor in the amount of $231,852.

Moreover, Per Table B-1, is hereby deleted in it's entirety and is replaced with the revised Table B-1.

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

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in it's entirety and the revised Table B-1 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.

Section	Pages Added	Pages Deleted
TABLE B-1	B-2 (Mod 30)	B-2, Mod 28

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

Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NNM07AA70C Modification 30 N/A F. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES: Obligated Amount for this Modification: $600,041.00 New Total Obligated Amount for this Award: $20,563,350.00 Incremental Funded Amount changed: from $19,963,309.00 to $20,563,350.00 CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: $600,041.00 Incremental Funded Amount changed from $5,113,562.00 to $5,713,603.00 Incrementally Funded through date changed from 11/20/2009 to 12/15/2009 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/ 1/000/2510/62/EXCX22009D/761A/2/3 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,000.00 Percent: .11248 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/034401.01.03/000/2510 /62/EXCX22009D/734A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,993.00 Percent: .08426 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62VP24/6100.2511/62/FC000000/916925.01.01.01/000/2510/62/SCEX22009D/515A/1/125 Cost Center 62VP24 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $37,850.00 Percent: .53215 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/383807.02.01.05.01/000/2510/62/SCEX22009D/728A/2/126 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 Percent: 1.40596 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/383807.02.01.05.01/000/2510/62/SCEX22009D/728A/3/127 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 Percent: 1.40596 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510/62/EXPX22009D/234A/4/128 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $12,876.00 Percent: .18103 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/122711.03.06.08/000/2 510/62/AERX22009D/028A/5/129 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,800.00 Percent: .02531 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/122711.03.06.08/000/2 510/62/AERX22009D/028A/5/130 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,250.00 Percent: .05975 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510 /62/CASX22009D/618I/6/131 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $31,000.00 Percent: .43585 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/731542.01.02.08/000/2 510/62/EXCX22009D/538A/7/132 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $18,333.00 Percent: .25775 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510 /62/CASX22009D/618I/6/133 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $73,653.00 Percent: 1.03553 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP22/6100.2511/62/FC000000/511432.07.04/000/2510 /62/SCEX22009D/431A/8/134 Cost Center 62VP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $10,000.00 Percent: .1406 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP21/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/9/135 Cost Center 62VP21 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,000.00 Percent: .11248 Subject To Funding: Payment Address: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/122711.03.06.08/000/2 510/62/AERX22009D/028A/5/136 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,000.00 Percent: .0703 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/1/43 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $92,280.00 Percent: 1.29742 Subject To Funding: Payment Address:				
	NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/825855.07.08/000/2510 /62/EXPX22009D/020U/1/43 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,000.00 Percent: .11248 Subject To Funding: Payment Address:				
	NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22009D/361N/1/192 Cost Center 62CS30 GI Account 6100.2511 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Quantity: 0 Amount: $22,100.00 Percent: .31072 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22009D/361N/1/193 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,716.00 Percent: .05225 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510/62/CASX22009D/618I/1/43 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $271.00 Percent: .00381 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/1/82 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $49,919.00 Percent: .70184 Subject To Funding: Payment Address: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/1/2 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $7,000.00 Percent: .09842 Subject To Funding: Payment Address: Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

TABLE B-1

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value	
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$0	$129,972	$4,305	$0	$222,165	$46,390	**$7,615,168**	$7,570,409
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,437	$90,836	$8,335,283	$136,155	$136,155	$0	$272,510	$247,701	$24,809	**$9,152,613**	$9,152,613
	Mission Services Option Year 1	Mod 13 WD	$49,224	No Fee	$49,224							**$49,224**	$49,224
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,177,431	$90,605	$6,750,181	$135,908	TBD	TBD	$271,815	TBD	TBD	**$7,157,904**	$7,112,601
CURRENT MISSION VALUE												**$23,974,909**	$23,884,847
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	$1,179,902	$20,648	$1,538,886	$0	$26,505	$4,467	$0	$52,942	$9,003	**$1,631,803**	$1,621,479
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,377	$1,296,708	$30,536	$26,313	$4,223	$61,065	$55,508	$5,557	**$1,479,910**	$2,250,000
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/2010	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$4,000,000
CURRENT IDIQ VALUE												**$3,111,713**	**$7,871,479**
CURRENT MISSION AND IDIQ VALUE												**$27,086,622**	**$31,756,326**

TABLE B-2

4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$6,882,981	$139,394	TBD	TBD	$278,787	TBD	TBD	**$7,301,162**	$7,254,697
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	**$7,475,649**	$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	$3,500,000
5a	IDIQ TO Sum Option Year 4	04/01/2011 - 03/31/2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$4,628,521
TOTAL POTENTIAL VALUE MISSION AND IDIQ												**$14,776,811**	**$22,810,987**
TOTAL CURRENT AND POTENTIAL VALUE MISSION AND IDIQ												**$41,863,433**	**$54,567,313**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
00030A	09/28/2009		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
SCHAFER CORP Attn: Ann Mix 7057 Old Madison Pike, Suite 200 Huntsville AL 35806	(X)	9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 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)*
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.
X	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:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ( ) is not. (X) is required to sign this document and return _____ copies to the issuing office.

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

The purpose of this administrative modification is to include a note that the action also provides incremental funding in the amount of $600,041

LIST OF CHANGES:
Total Amount for this Modification: $0.00
New Total Amount for this Version: $0.00
New Total Amount for this Award: $54,113,329.00

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 Bobby J. Holden *(Signature of Contracting Officer)*	16C. DATE SIGNED 09/28/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
000030	SEP 28 2009	4200311819	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $600,041.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATIDN 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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	FAR Clause 43.103(a), Clause B.4 Cost and Performance Incentive Fee and mutual agreement of both parties
	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.)

A. The purpose of this modification is to provide Incentive Fee Earned in the amount of $465,771 for the period of April 1, 2008 through March 31, 2009. Based on Government direction Clin 2a was reduced to reflect the reduction of 2 IDIQ Task Orders. The amount of the reduction in the Estimated Cost is $487,959.

B. Accordingly, this modification incorporates the incentive fee earned for the Option Year 1 in the amount of $465,771 (Mission: $383,950 and IDIQ: $81,821). The cost incentive earned is increased by $162,562 for Mission and IDIQ and the performance incentive fee earned is increased by $303,209 for Mission and IDIQ.

NOTE: The contractor has billed provisional incentive fee in the amount of $231,852 under

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)
Tricia Buckley, Vice President of Contracts	Bobby J Holden

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	9/28/09	(Signature of Contracting Officer)	9/28/09

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Option Year 1 period leaving a balance due to the contractor in the amount of $233,919. The amount of $233,919 is the delta between the Total Potential Fee Earned for Option Year 1 period and the amount of fee provisionally billed by the contractor in the amount of $231,852.

Moreover, Per Table B-1, is hereby deleted in it's entirety and is replaced with the revised Table B-1.

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

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in it's entirety and the revised Table B-1 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.

Section	Pages Added	Pages Deleted
TABLE B-1	B-2 (Mod 30)	B-2, Mod 28

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

Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NNM07AA70C Modification 30 N/A F. All other terms and conditions remain unchanged and in full force and effect. LIST OF CHANGES: Obligated Amount for this Modification: $600,041.00 New Total Obligated Amount for this Award: $20,563,350.00 Incremental Funded Amount changed: from $19,963,309.00 to $20,563,350.00 CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: $600,041.00 Incremental Funded Amount changed from $5,113,562.00 to $5,713,603.00 Incrementally Funded through date changed from 11/20/2009 to 12/15/2009 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/ 1/000/2510/62/EXCX22009D/761A/2/3 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,000.00 Percent: .11248 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/034401.01.03/000/2510 /62/EXCX22009D/734A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,993.00 Percent: .08426 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62VP24/6100.2511/62/FC000000/916925.01.01.01/000/2510/62/SCEX22009D/515A/1/125 Cost Center 62VP24 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $37,850.00 Percent: .53215 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/383807.02.01.05.01/000/2510/62/SCEX22009D/728A/2/126 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 Percent: 1.40596 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/383807.02.01.05.01/000/2510/62/SCEX22009D/728A/3/127 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 Percent: 1.40596 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510/62/EXPX22009D/234A/4/128 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $12,876.00 Percent: .18103 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/122711.03.06.08/000/2 510/62/AERX22009D/028A/5/129 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,800.00 Percent: .02531 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/122711.03.06.08/000/2 510/62/AERX22009D/028A/5/130 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,250.00 Percent: .05975 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510 /62/CASX22009D/618I/6/131 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $31,000.00 Percent: .43585 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/731542.01.02.08/000/2 510/62/EXCX22009D/538A/7/132 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $18,333.00 Percent: .25775 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510 /62/CASX22009D/618I/6/133 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $73,653.00 Percent: 1.03553 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP22/6100.2511/62/FC000000/511432.07.04/000/2510 /62/SCEX22009D/431A/8/134 Cost Center 62VP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $10,000.00 Percent: .1406 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP21/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/9/135 Cost Center 62VP21 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,000.00 Percent: .11248 Subject To Funding: Payment Address: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

NEW ACCOUNTING CODE ADDED:
Account code:
62CS20/6100.2511/62/FC000000/122711.03.06.08/000/2510/62/AERX22009D/028A/5/136
Cost Center 62CS20
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $5,000.00
Percent: .0703
Subject To Funding:
Payment Address:

NEW ACCOUNTING CODE ADDED:
Account code:
62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/43
Cost Center 62CS30
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $92,280.00
Percent: 1.29742
Subject To Funding:
Payment Address:

NEW ACCOUNTING CODE ADDED:
Account code:
62CS20/6100.2511/62/FC000000/825855.07.08/000/2510/62/EXPX22009D/020U/1/43
Cost Center 62CS20
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $8,000.00
Percent: .11248
Subject To Funding:
Payment Address:

NEW ACCOUNTING CODE ADDED:
Account code:
62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22009D/361N/1/192
Cost Center 62CS30
GI Account 6100.2511
Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Quantity: 0 Amount: $22,100.00 Percent: .31072 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22009D/361N/1/193 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,716.00 Percent: .05225 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510/62/CASX22009D/618I/1/43 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $271.00 Percent: .00381 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/1/82 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $49,919.00 Percent: .70184 Subject To Funding: Payment Address: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/1/2 Cost Center 62C301 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $7,000.00 Percent: .09842 Subject To Funding: Payment Address: Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

(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 **$19,389,399.** 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 – December 15, 2009.**

(b) An additional amount of **$1,173,951** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$18,828,613	$560,786	$19,389,399
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$286,371	$9,814	$296,185
Provisional Performance Incentive Fee	$848,325	$29,441	$877,766
Total Sum Allotted	$19,963,309	$600,041	$20,563,350

TABLE B-1

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value	
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$0	$129,972	$4,305	$0	$222,165	$46,390	**$7,615,168**	$7,570,409
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,437	$90,836	$8,335,283	$136,155	$136,155	$0	$272,510	$247,701	$24,809	**$9,152,613**	$9,152,613
	Mission Services Option Year t	Mod 13 WD	$49,224	No Fee	$49,224							**$49,224**	$49,224
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,177,431	$90,605	$6,750,181	$135,908	TBD	TBD	$271,815	TBD	TBD	**$7,157,904**	$7,112,60 t
CURRENT MISSION VALUE												**$23,974,909**	$23,884,847
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/3 t/2008	$1,179,902	$20,648	$1,538,886	$0	$26,505	$4,467	$0	$52,942	$9,003	**$1,631,803**	$1,621,4
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,377	$1,296,708	$30,536	$26,313	$4,223	$61,065	$55,508	$5,557	**$1,479,910**	$2,250,000
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/20 t0	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$4,000,000
CURRENT IDIQ VALUE												**$3,111,713**	$7,871,479
CURRENT MISSION AND IDIQ VALUE												**$27,086,622**	**$31,756,326**

TABLE B-2

4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$6,882,981	$139,394	TBD	TBD	$278,787	TBD	TBD	**$7,301,162**	$7,254,697
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	**$7,475,649**	$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	$3,500,
5a	IDIQ TO Sum Option Year 4	04/01/2011 - 03/31/2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$4,628,521
TOTAL POTENTIAL VALUE MISSION AND IDIQ												**$14,776,811**	**$22,810,987**
TOTAL CURRENT AND POTENTIAL VALUE MISSION AND IDIQ												**$41,863,433**	**$54,567,313**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000031	09/29/2009	4200315138	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $9,900.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Limitations of Funds

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.)*

The purpose of this modification is to provide incremental funding in the amount of $9,900.

LIST OF CHANGES:

Current Contract Value: $31,302,342
Potential Contract Value: $54,113,329.00
Obligated Amount for this Modification: $9,900.00
Total Obligated Amount for this Award: $20,573,250.00
Incremental Funded Amount changed: from
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)*	
		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	9/29/09

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$20,563,350.00 to $20,573,250.00 PR 4200315138 Account code: 62CS20/6100.2511/62/FC000000/075585.01.01.01.02.0/ 8/000/2510/62/EXPX22009D/020U/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Amount: $9,900.00				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO *(If applicable)*
00032A			

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
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.
X	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:
	D. OTHER *(Specify type of modification and authority)*

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.)*

The purpose of this administrative modification is to change the contracting officer from Sherry K. Fenn to Bobby J. Holden

LIST OF CHANGES:
Total Amount for this Modification: $0.00
New Total Amount for this Version: $0.00
New Total Amount for this Award: $54,113,329.00
Contracting Officer changed
from Sherry K Fenn
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)* Bobby J. Holden	12/18/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM07AA70C/00032A	2	2

NAME OF OFFEROR OR CONTRACTOR

SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	to Bobby J Holden				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000032	12/18/2009	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO
SCHAFER CORP Attn: Ann Mix 7057 Old Madison Pike, Suite 200 Huntsville AL 35806	(x)	9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 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: $1,169,498.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Limitations of Funds

E. IMPORTANT: Contractor X 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.)*
The purpose of this modification is to provide incremental funding in the amount of $1,169,498.

LIST OF CHANGES:
Obligated Amount for this Modification: $1,169,498.00
New Total Obligated Amount for this Award: $21,742,748.00
Incremental Funded Amount changed: from
$20,573,250.00 to $21,742,748.00
CHANGES FOR LINE ITEM NUMBER: 5
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)*	
		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		See Mod # 32A *(Signature of Contracting Officer)*	12/18/2009

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: $1,169,498.00 Incremental Funded Amount changed from $5,723,503.00 to $6,893,001.00 Incrementally Funded through date changed from 12/15/2009 to 02/01/2010 NEW ACCOUNTING CODE ADDED: Account code: 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $450,000.00 Percent: 6.3268 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $145,544.00 Percent: 2.04628 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/0Z0U/1/81 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $13,034.00 Percent: .18325 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Continued...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22010D/733B/2/82 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 Percent: .28119 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22009D/361N/3/83 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $13,740.00 Percent: .19318 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/00 0/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $56,602.00 Percent: .7958 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP60/6100.2511/62/FC000000/136905.10.10.10.10/00 0/2510/62/EXPX22010D/234A/2/3 Cost Center 62JP60 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $16,120.00 Continued				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Percent: .22664 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP23/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/1/3 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $10,000.00 Percent: .1406 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/CASX22010D/361N/2/4 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $50,141.00 Percent: .70496 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22010D/361N/3/5 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $43,676.00 Percent: .61407 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/00 Continued...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0/2510/62/CASX22010D/361N/4/6 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $51,518.00 Percent: .72432 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/CASX22010D/361N/5/7 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $58,333.00 Percent: .82014 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/00 0/2510/62/CASX22010D/361N/6/8 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $170,500.00 Percent: 2.39715 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP23/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/1/2 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $25,000.00 Percent: .35149 Subject To Funding: Continued				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22010D/361N/7/9 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $45,290.00 Percent: .63676 Subject To Funding: Payment Address: Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

(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 **$20,491,640.** 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 1, 2010.**

(b) An additional amount of **$1,251,108** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$19,398,651	$1,092,989	$20,491,640
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$296,347	$19,127	$315,474
Provisional Performance Incentive Fee	$878,252	$57,382	$935,634
Total Sum Allotted	$20,573,250	$1,169,498	$21,742,748

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000033	01/29/2010	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
SCHAFER CORP Attn: Ann Mix 7057 Old Madison Pike, Suite 200 Huntsville AL 35806	(x)	9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO 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 data specifiad for receipt of Offers ( ) is extended. ( ) is not extendad.
Offers must acknowledga receipt of this amendmant pnor to the hour and date specified in the solicitaton or as amended, by one of the following methods: (a) By completing Itams 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offar submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbars. 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 amandment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $303,815.00
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)
	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 (X) 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.)*

The purpose of this modification is to provide incremental funding in the amount of $303,815.

LIST OF CHANGES:
Total Amount for this Modification: $0.00
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: $303,815.00
New Total Obligated Amount for this Award: $22,046,563.00
Incremental Funded Amount changed: from
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 01/29/2010

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$21,742,748.00 to $22,046,563.00 CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this modification: $112,697.00 Incremental Funded Amount changed from $7,303,588.00 to $7,416,285.00 NEW ACCOUNTING CODE ADDED: Account code: 62MP02/6100.2511/62/FC000000/522632.08.01.01/000/2 510/62/EXCX22010D/538A/1/2 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $24,745.00 Percent: .28287 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.01/00 0/2510/62/EXCX22010D/538A/2/3 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $18,267.00 Percent: .20882 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62MP02/6100.2511/62/FC000000/197009.10.01.01.10/00 0/2510/62/EXCX22010D/538A/3/4 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $24,745.00 Percent: .28287 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62MP02/6100.2511/62/FC000000/522094.08.01.01.03.0/ 2/000/2510/62/EXCX22010D/538A/4/5 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $24,745.00 Percent: .28287 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62MP02/6100.2511/62/FC000000/520871.08.01.01.02/00 0/2510/62/EXCX22010D/538A/5/6 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $15,000.00 Percent: .17147 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.02/00 0/2510/62/EXCX22010D/538A/6/7 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,195.00 Percent: .02509 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62IS40/6100.2511/62/FC000000/397424.07.02.03.03/00 0/2510/62/SCEX22010D/814L/7/8 Cost Center 62IS40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Percent: .03429 Subject To Funding: Payment Address: CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: $191,118.00 Incremental Funded Amount changed from $6,893,001.00 to $7,084,119.00 Incrementally Funded through date changed from 02/01/2010 to 02/16/2010 NEW ACCOUNTING CODE ADDED: Account code: 62ER01/6100.2511/62/FC000000/253225.04.04.20.04.0/ 8/000/2510/62/EXPX22010D/020U/1/2 Cost Center 62ER01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,000.00 Percent: .04218 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/00 0/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $72,772.00 Percent: 1.02314 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP60/6100.2511/62/FC000000/136905.10.10.10.10/00 0/2510/62/EXPX22010D/234A/2/3 Cost Center 62JP60 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Percent: .02812 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP23/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/1/3 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $6,000.00 Percent: .08436 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP23/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/1/4 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,000.00 Percent: .0703 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2 510/62/EXPX22010D/020U/2/5 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,290.00 Percent: .06032 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62VP23/6100.2511/62/FC000000/132438.11.02/000/2510 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	/62/EXPX22009D/479A/1/2 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 Percent: .28119 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $72,772.00 Percent: 1.02314 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,284.00 Percent: .07429 Subject To Funding: Payment Address: Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

(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 **$20,775,579.** 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 16, 2010.**

(b) An additional amount of **$1,270,984** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$20,491,640	$283,939	$20,775,579
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$315,474	$4,969	$320,443
Provisional Performance Incentive Fee	$935,634	$14,907	$950,541
Total Sum Allotted	$21,742,748	$303,815	$22,046,563

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000034	02/16/2010		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: -$400,000.00
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).
	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.)*

The purpose of this modification is to de-obligate funding in the amount of $400,000.

LIST OF CHANGES:
Reason for Modification : Funding Only Action
Total Amount for this Modification: $0.00
New Total Amount for this Version: $18,110,454.00
New Total Amount for this Award: $54,113,329.00
Obligated Amount for this Modification: -$400,000.00
New Total Obligated Amount for this Award: $21,646,563.00
Incremental Funded Amount changed: from
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Bobby J. Holden *(Signature of Contracting Officer)*	2/16/10

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$22,046,563.00 to $21,646,563.00 Buyer changed from Bobby J Holden to Jason D Lou Purchasing Group changed to : MGP CHANGES FOR LINE ITEM NUMBER: 3 Description changed from OSAC Support Services - Option Year 1 to OSAC Support Services - Option Year 1 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from IDIQ - Option Year 1 to IDIQ - Option Year 1 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from OSAC Support Services - Option Year 2 to OSAC Support Services - Option Year 2 Obligated Amount for this modification: -$400,000.00 Incremental Funded Amount changed from $7,084,119.00 to $6,684,119.00 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/194 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $137,500.00 to $3,620.00 Percent changed from 1.93319 to .0509 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/199 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $216,385.00 to $0.00 Percent changed from 3.04228 to 0 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/200 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $500.00 to $0.00 Percent changed from .00703 to 0 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/43 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $92,280.00 to $43,045.00 Percent changed from 1.29742 to .60519				

(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 **$20,401,747.** 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 16, 2010.**

(b) The amount of **$1,249,535** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$20,775,579	-$373,832	$20,401,747
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$320,443	-$6,542	$313,901
Provisional Performance Incentive Fee	$950,541	-$14,907	$935,634
Total Sum Allotted	$22,046,563	-$400,000	$21,646,563

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000035	MAR 17 2010	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $545,939.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR Clauses 52.243-2 Changes- Cost Reimbursement and Limitation of Funds, 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.)*

The purposes of this modification are to: (1) definitize contractor's Option 2 Wage Determination and Option 2 Overtime proposals, (2) incorporate FAR clauses 52.222-54 (JAN 2009) Employment Eligibility Verification and 52.232-33 (OCT 2003) Payment by Electronic Funds Transfer-Central Contractor Registration (3) update Clause C.2, Responsiblities and Associated Ground Rules and (4) provide incremental funding.

3. 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.

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)*
Patricia Buckley, V.P. Contracts	Bobby J Holden

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Patricia Buckley *(Signature of person authorized to sign)*	03/16/10	Bobby J. Holden *(Signature of Contracting Officer)*	3/17/10

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

Page Deleted | Page Added

B-2 (Mod 30) | B-2 (Mod 35)
B-4 (Mod 28) | B-4 (Mod 35)
B-7 (Mod 28) | B-7 (Mod 35)
C-1 (Basic) | C-1 and C-2 (Mod 35)
I-2 (Mod 27) | I-2 (Mod 35)
I-3 (Mod 27) | I-3 (Mod 35)

3. 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

NNM07AA70C Modification 35

Contractor Proposal Number

P-08H-124 Rev 2
P-07H-100 Rev 3

LIST OF CHANGES:
Reason for Modification : Supplemental Agreement for work within scope
Total Amount for this Modification: $230,154.00
New Total Amount for this Version: $16,090,608.00
New Total Amount for this Award: $54,343,483.00
Obligated Amount for this Modification: $545,939.00
New Total Obligated Amount for this Award: $22,192,502.00
Incremental Funded Amount changed: from $21,646,563.00 to $22,192,502.00

Incrementally Funded through date changed from

Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	02/16/2010 to 03/31/2010 PR # 4200328855 Account code: 62CS20/6100.2511/62/FC000000/561581.02.08.08/000/2 510/62/AERX22009D/469A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $64,999.00 Percent: .74303 Subject To Funding: Payment Address: Account code: 62VP01/6100.2511/62/FC000000/432938.11.20.08.01/00 0/2510/62/CASX22010D/361N/2/3 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 Percent: 1.14314 Subject To Funding: Payment Address: Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22010D/733B/3/4 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $65,000.00 Percent: .74304 Subject To Funding: Payment Address: Account code: 62CS20/6100.2511/62/FC000000/999574.02.08/000/2510 /62/CASX22010D/046A/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $7,700.00 Percent: .08802 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subject To Funding: Payment Address: PR # 4200329211 Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510 /62/EXPX22010D/234A/1/2 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,540.00 Percent: .0519 Subject To Funding: Payment Address: PR # 4200330378 Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510 /62/EXPX22010D/234A/1/2 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,540.00 Percent: .0519 Subject To Funding: Payment Address: PR # 4200330320 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/00 0/2510/62/CASX22010D/361N/1/43 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $160,869.00 Percent: 1.83895 Subject To Funding: Payment Address: Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22010D/361N/2/44 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $138,291.00 Percent: 1.58086 Subject To Funding: Payment Address: OSAC Support Services - Option Year 2 Total Amount changed from $7,112,601.00 to $7,342,755.00				

TABLE B-1

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$0	$129,972		$0	$222,165		**$7,564,473**
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,656	$90,836	$8,335,283	$136,155	$136,155		$272,510	$247,701		**$9,127,804**
	Mission Services Option Year 1	Mod 13 WD	$49,224	No Fee	$49,224							**$49,224**
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,345,214	$93,541	$6,917,964	$140,313	TBD	TBD	$280,624	TBD	TBD	**$7,292,129**
	Mission Services Option Year 2	Mod 35 WD	$50,626	No Fee	$50,626							**$50,626**
CURRENT MISSION VALUE												**$24,033,630**
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	$1,179,902	$20,648	$1,538,886	$0	$26,505		$0	$52,942		**$1,618,333**
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,377	$1,296,708	$30,536	$26,313		$61,065	$55,508		**$1,470,130**
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												**$3,088,463**
CURRENT MISSION AND IDIQ VALUE												**$27,122,093**

TABLE B-2

4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$6,882,981	$139,394	TBD	TBD	$278,787	TBD	TBD	**$7,301,162**
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	**$7,475,649**
5c	Unearned Fee/Msn	Base-4						$4,305			$71,199	
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
5d	Unearned Fee/IDIQ	Base-4						$8,690			$14,560	
TOTAL POTENTIAL VALUE MISSION AND IDIQ												**$14,776,811**
TOTAL CURRENT AND POTENTIAL VALUE MISSION AND IDIQ						B-2 (Mod 35)						**$41,898,904**

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	$ 6,968,590	$ 1,500,000.00 + $ 72,750	$ 5,345,214
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 **$21,324,709.** 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 – March 31, 2010.**

(b) The amount of **$1,314,142** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$20,401,747	$510,223	$20,911,970
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$313,901	$8,929	$322,830
Provisional Performance Incentive Fee	$935,634	$26,787	$962,421
Total Sum Allotted	$21,646,563	$545,939	$22,192,502

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT (MSFC 52.211-93) (FEB 2001)

The Description/Specifications/Performance Work Statement is Attachment J-1.

(End of Clause)

C.2 RESPONSIBILITIES AND ASSOCIATED GROUND RULES

Functions and responsibilities directly involved or associated with the management of any MSFC organizations are expressly excluded from this contract. The Contractor shall provide a secondary review of all assigned activities such that no inherently governmental functions are performed by the Contractor, and if directed to do so, the Contractor shall immediately notify the Contracting Officer. The Contractor is referred to FAR Part 7.5, Inherently Governmental Functions.

(C) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

(C) Policymaking or management of MSFC operations;

(2) Program or project management;

(3) Technical management of Government contracts;

(4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity; and

(5) Supervision of Government employees.

(b) As a result of the close working proximity between Contractor personnel and NASA Civil Servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in Attachment J-1.

(1) The Contractor shall ensure that its employees are managed by its own Contractor management, and that the Contractor management has the autonomy to deal effectively with their employees and implement corporate policies.

(2) The Contractor shall ensure that office space occupied by their personnel is clearly labeled with the name of the company.

(3) The Contractor shall ensure, to the extent practicable, that correspondence signed by Contractor employees is on company letterhead.

(4) The Contractor shall ensure that their on-site personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever appropriate greeting is used.

(5) The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that their personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Government officials.

(6) The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.

(7) Contractor personnel shall be clearly identified on all internal correspondence as [Schafer Corporation] Support Personnel.

(8) Contractor personnel shall not sign external correspondence.

Number	Clause Title	Date
52.215-13	Subcontractor Cost or Pricing Data – Modifications	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II)(Oct (Alternate III) (Oct 1997) *Insert in paragraph (c)*: MS Word & Excel CD-R	Oct 1997
52.216-7	Allowable Cost and Payment *Insert in paragraph:* 30 days	Dec 2002
52.216-10	Incentive Fee	Mar 1997
52.216-18	Ordering	Oct 1995
52.216-19	Order Limitations	Oct 1995
52.216-22	Indefinite Quantity	Oct 1995
52.217-8	Option to Extend Services *Insert in paragraph:* 30 days	Nov 1999
52.219-6	Notice of Total Small Business Set-Aside	Jun 2003
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan (Alternate II, Oct 2001)	Apr 2008
52.219-14	Limitations on Subcontracting	Dec 1996
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums as approved by Contracting Officer	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep 2006
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep 2006
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-54	Employment Eligibility Verification	Jan 2009
52.223-3	Hazardous Material Identification and Material Safety Data -- Alternate I (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)(Aug 2003) (Alternate II) (Aug 2003)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984

Number	Clause Title	Date
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act – Supplies	Jun 2003
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2006
52.227-17	Rights In Data-Special Works	Oct 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting	Apr 1998
52.230-6	Administration of Cost Accounting Standards	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year September 30, 2007	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment (Alternate I)(Feb 2002)	Oct 2003
52.232-33	Payment By Electronic Funds Transfer –Central Contractor Registration	Oct 2003
52.233-1	Disputes (Alternate I) (Dec 1991)	Jul 2002
52.233-3	Protest After Award (Alternate I)(Jun 1985)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.244-2	Subcontracts, Alternate 1	Jun 2007
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement (Alternate II)(Apr 1984)	Aug 1987
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Feb 2006
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time-And-Material or Labor-Hour Contracts)	May 2004
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-1	Commercial Bill Of Lading Notations	Feb 2006
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.251-1	Government Supply Sources Interagency	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000036	04/01/2010	4200333334	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
See Schedule

Net Increase: $859,016.00

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: FAR Clause 52.217-9
	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.)*

A. The purposes of this modification are to:

(1) Exercise Option 3 to extend the Period of performance from March 31, 2010 through March 31, 2011. Thus, the total estimated cost for the Mission Services is increased in the amount of $7,254,697, from $23,661,017 to $30,915,714.
(2) Incorporate Wage Determination 2005-2008 Revision 13, Date of Revision 10/16/2009.
(3) Provide incremental funding. Thus, the total allotted funding for the contract is increased in the amount of $859,016, from $22,192,502 to $23,051,518. The anticipated funded through date is May 13, 2010.
(4) Update the IDIQ summation of task order values to include Option 2 and (5) update MSFC Clause 52.204-90.

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)*
Tricia Buckley, V.P. Contracts	Harry B Craig

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	03/31/2010	*(Signature of Contracting Officer)*	3-31-2010

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

B. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEE (IF) and Table B-2, MISSION SERVICES, Page B-2, are hereby deleted in entirety and the revised Table B-1, is substituted in lieu thereof.

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

F.4, DELIVERIES OR PERFORMANCE, Page F-2, PERIOD OF PERFORMANCE is hereby deleted in entirety and the revised Clause F.4, is substituted in lieu thereof.

G.7, Contractor Employee Badging and Employment Termination Clearance is hereby deleted and the revised Table G.7 is substitued in lieu thereof.

Attachment J-18 pages J-18-33 J-18-43, Wage Determination are hereby added to the contract.

C. 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

NNM07AA70C Modification 36

Contractor Proposal Number

N/A

Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

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

Obligated Amount for this Modification:
$859,016.00
New Total Obligated Amount for this Award:
$23,051,518.00

PR # 4200333334
Account code:
62HS01/6100.2511/62/FC000000/736466.02.05.08/000/2510/62/CASX22010D/361N/1/84
Cost Center 62HS01
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $68.00

Account code:
62EO02/6100.2511/62/FC000000/432938.11.01.08.31/000/2510/62/CASX22010D/361N/2/85
Cost Center 62EO02
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $12,000.00

Account code:
62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/2/164
Cost Center 62CS30
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $188.00

Account code:
62VP01/6100.2511/62/FC000000/397424.07.02.03.09/000/2510/62/SCEX22010D/814L/3/165
Cost Center 62VP01
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $34,000.00

Account code:
62CS20/6100.2511/62/FC000000/916925.01.01.01/000/2
Continued ...

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	510/62/SCEX22010D/881D/1/163 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,500.00 Account code: 62HS30/6100.2511/62/FC000000/731542.01.01.08.01/000/2510/62/EXCX22010D/538A/1/43 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/43 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100.00 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/1/2 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22010D/361N/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $59,061.00 Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/3/4 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: $216,519.00 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22010D/361N/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $341,000.00 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22010D/361N/5/6 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $90,580.00 FOB: Destination				

TABLE B-1

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Max Potential Cost IF	Cost IF Earned	Unearned Cost IF	Max Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$0	$129,972		$0	$222,165		**$7,564,473**
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,656	$90,836	$8,335,283	$136,155	$136,155		$272,510	$247,701		**$9,127,804**
	Mission Services Option Year 1	Mod 13 WD	$49,224	No Fee	$49,224							**$49,224**
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,345,214	$93,541	$6,917,964	$140,313	TBD	TBD	$280,624	TBD	TBD	**$7,292,129**
	Mission Services Option Year 2	Mod 35 WD	$50,626	No Fee	$50,626							**$50,626**
4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$6,882,981	$139,394	TBD	TBD	$278,787	TBD	TBD	**$7,254,697**
CURRENT MISSION VALUE												**$24,033,630**
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	$1,179,902	$20,648	$1,538,886	$0	$26,505		$0	$52,942		**$1,618,333**
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,377	$1,296,708	$30,536	$26,313		$61,065	$55,508		**$1,470,130**
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/2010	$1,233,263	$21,584	$1,318,108	$32,375	TBD	TBD	$64,748	TBD	TBD	**$1,404,440**
4a	IDIQ TO Sum Option Year 3	04/01/2010 - 03/31/2011	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CURRENT IDIQ VALUE												**$4,492,903**
CURRENT MISSION AND IDIQ VALUE												**$28,526,533**

TABLE B-2

5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	**$7,475,649**
5c	Unearned Fee/Msn	Base-4						$4,305			$71,199	
5a	IDIQ TO Sum Option Year 4	04/01/2011 - 03/31/2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5d	Unearned Fee/IDIQ	Base-4						$8,690			$14,560	
TOTAL POTENTIAL VALUE MISSION AND IDIQ												**$7,475,649**
TOTAL CURRENT AND POTENTIAL VALUE MISSION AND IDIQ												**$36,002,182**

(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 **$21,829,473.** 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 – May 13, 2010.**

(b) The amount of **$1,222,045** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$20,911,970	$917,503	$21,829,473
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$322,830	$-14,622	$308,208
Provisional Performance Incentive Fee	$957,702	$-43,865	$913,837
Total Sum Allotted	$22,192,502	$859,016	$23,051,518

F.4 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be April 1, 2007, through March 31, 2011. If applicable, the contract phase-in period shall be from March 13, 2007, through March 31, 2007.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Contract Periods	Period of Performance
Option 1	April 1, 2008 – March 31, 2009 (Exercised)
Option 2	April 1, 2009 – March 31, 2010 (Exercised)
Option 3	April 1, 2010 – March 31, 2011 (Exercised)
Option 4	April 1, 2011 – March 31, 2012

(End of Clause)

F.5 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

F.6 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

(1) The services provided by this Order are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of contract activities prior to assumption of responsibility for the effort described in the PWS.

(2) The Contractor shall have up to 14 work days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

(3) On April 1, 2007, the Contractor shall assume full responsibility for the effort covered by the PWS.

(4) During phase-in the Contractor shall:

G.7 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 2009)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1/3, "Contractor Employee Clearance Document," when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert FAR 52.204-9 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

Note: The agency personal identity verification procedures are provided in Attachment J-6, Personal Identity Verification Procedures.

(End of clause)

[END OF SECTION]

WD 05-2008 (Rev.-13) was first posted on www.wdol.gov on 10/27/2009

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2008 Revision No.: 13 Date Of Revision: 10/16/2009

States: Alabama, Tennessee
Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.47
01012 - Accounting Clerk II		14.65
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		21.27
01040 - Court Reporter		17.16
01051 - Data Entry Operator I		11.95
01052 - Data Entry Operator II		13.89
01060 - Dispatcher, Motor Vehicle		16.31
01070 - Document Preparation Clerk		12.47
01090 - Duplicating Machine Operator		12.47
01111 - General Clerk I		10.80
01112 - General Clerk II		11.78
01113 - General Clerk III		13.86
01120 - Housing Referral Assistant		19.14
01141 - Messenger Courier		9.49
01191 - Order Clerk I		11.51
01192 - Order Clerk II		15.27
01261 - Personnel Assistant (Employment) I		13.93
01262 - Personnel Assistant (Employment) II		15.59
01263 - Personnel Assistant (Employment) III		17.38
01270 - Production Control Clerk		19.18
01280 - Receptionist		11.02
01290 - Rental Clerk		11.79
01300 - Scheduler, Maintenance		15.32
01311 - Secretary I		15.32
01312 - Secretary II		17.16
01313 - Secretary III		19.14
01320 - Service Order Dispatcher		13.83
01410 - Supply Technician		21.27
01420 - Survey Worker		16.81
01531 - Travel Clerk I		10.64
01532 - Travel Clerk II		11.26
01533 - Travel Clerk III		12.01

01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	17.94
05040 - Automotive Glass Installer	17.10
05070 - Automotive Worker	17.10
05110 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	18.77
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	17.14
05220 - Motor Vehicle Mechanic Helper	13.43
05250 - Motor Vehicle Upholstery Worker	16.32
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	16.39
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	18.77
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	9.44
11090 - Gardener	12.11
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.88
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.97
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	21.24
12015 - Certified Physical Therapist Assistant	21.24
12020 - Dental Assistant	15.30
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45

12040 - Emergency Medical Technician		14.41
12071 - Licensed Practical Nurse I		14.07
12072 - Licensed Practical Nurse II		15.81
12073 - Licensed Practical Nurse III		17.71
12100 - Medical Assistant		11.87
12130 - Medical Laboratory Technician		14.07
12160 - Medical Record Clerk		12.41
12190 - Medical Record Technician		14.96
12195 - Medical Transcriptionist		13.03
12210 - Nuclear Medicine Technologist		30.65
12221 - Nursing Assistant I		9.43
12222 - Nursing Assistant II		10.61
12223 - Nursing Assistant III		11.57
12224 - Nursing Assistant IV		12.99
12235 - Optical Dispenser		15.05
12236 - Optical Technician		11.42
12250 - Pharmacy Technician		13.36
12280 - Phlebotomist		12.99
12305 - Radiologic Technologist		23.95
12311 - Registered Nurse I		22.94
12312 - Registered Nurse II		28.08
12313 - Registered Nurse II, Specialist		28.08
12314 - Registered Nurse III		33.97
12315 - Registered Nurse III, Anesthetist		33.97
12316 - Registered Nurse IV		40.70
12317 - Scheduler (Drug and Alcohol Testing)		19.18
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.07
13012 - Exhibits Specialist II		23.50
13013 - Exhibits Specialist III		28.73
13041 - Illustrator I		19.07
13042 - Illustrator II		23.50
13043 - Illustrator III		28.73
13047 - Librarian		26.02
13050 - Library Aide/Clerk		14.49
13054 - Library Information Technology Systems Administrator		23.50
13058 - Library Technician		16.14
13061 - Media Specialist I		16.95
13062 - Media Specialist II		18.97
13063 - Media Specialist III		21.15
13071 - Photographer I		14.72
13072 - Photographer II		17.00
13073 - Photographer III		20.36
13074 - Photographer IV		24.89
13075 - Photographer V		30.21
13110 - Video Teleconference Technician		16.95
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.73
14042 - Computer Operator II		19.13
14043 - Computer Operator III		20.49
14044 - Computer Operator IV		26.16
14045 - Computer Operator V		27.62
14071 - Computer Programmer I	(see 1)	25.00
14072 - Computer Programmer II	(see 1)	

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.73
14160 - Personal Computer Support Technician		26.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.35
15020 - Aircrew Training Devices Instructor (Rated)		35.52
15030 - Air Crew Training Devices Instructor (Pilot)		36.76
15050 - Computer Based Training Specialist / Instructor		30.38
15060 - Educational Technologist		30.12
15070 - Flight Instructor (Pilot)		36.76
15080 - Graphic Artist		21.00
15090 - Technical Instructor		18.91
15095 - Technical Instructor/Course Developer		23.11
15110 - Test Proctor		17.16
15120 - Tutor		17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.98
16030 - Counter Attendant		7.98
16040 - Dry Cleaner		10.03
16070 - Finisher, Flatwork, Machine		7.98
16090 - Presser, Hand		7.98
16110 - Presser, Machine, Drycleaning		7.98
16130 - Presser, Machine, Shirts		7.98
16160 - Presser, Machine, Wearing Apparel, Laundry		7.98
16190 - Sewing Machine Operator		10.60
16220 - Tailor		11.18
16250 - Washer, Machine		8.65
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.22
19040 - Tool And Die Maker		27.11
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.82
21030 - Material Coordinator		19.18
21040 - Material Expediter		19.18
21050 - Material Handling Laborer		10.29
21071 - Order Filler		10.87
21080 - Production Line Worker (Food Processing)		14.82
21110 - Shipping Packer		12.98
21130 - Shipping/Receiving Clerk		12.98
21140 - Store Worker I		11.36
21150 - Stock Clerk		15.41
21210 - Tools And Parts Attendant		14.82
21410 - Warehouse Specialist		14.82
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.61
23021 - Aircraft Mechanic I		22.24
23022 - Aircraft Mechanic II		23.35
23023 - Aircraft Mechanic III		24.52
23040 - Aircraft Mechanic Helper		17.44
23050 - Aircraft, Painter		19.32
23060 - Aircraft Servicer		19.34

23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	18.65
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	15.12
23392 - Gunsmith II	16.67
23393 - Gunsmith III	18.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.22
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	21.83
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	9.26
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	18.07
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.57
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.52
28042 - Carnival Equipment Repairer	10.00
28043 - Carnival Equpment Worker	7.89
28210 - Gate Attendant/Gate Tender	13.76
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.40
28510 - Recreation Aide/Health Facility Attendant	11.24
28515 - Recreation Specialist	16.31
28630 - Sports Official	12.26
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.65
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.07
30021 - Archeological Technician I	17.26
30022 - Archeological Technician II	19.32
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.23
30040 - Civil Engineering Technician	22.83
30061 - Drafter/CAD Operator I	17.26
30062 - Drafter/CAD Operator II	19.55
30063 - Drafter/CAD Operator III	21.11
30064 - Drafter/CAD Operator IV	25.97

30081 - Engineering Technician I		14.53
30082 - Engineering Technician II		17.48
30083 - Engineering Technician III		21.00
30084 - Engineering Technician IV		28.62
30085 - Engineering Technician V		33.81
30086 - Engineering Technician VI		40.89
30090 - Environmental Technician		23.45
30210 - Laboratory Technician		18.92
30240 - Mathematical Technician		24.23
30361 - Paralegal/Legal Assistant I		18.54
30362 - Paralegal/Legal Assistant II		22.98
30363 - Paralegal/Legal Assistant III		28.11
30364 - Paralegal/Legal Assistant IV		34.01
30390 - Photo-Optics Technician		24.23
30461 - Technical Writer I		20.96
30462 - Technical Writer II		25.63
30463 - Technical Writer III		31.02
30491 - Unexploded Ordnance (UXO) Technician I		22.65
30492 - Unexploded Ordnance (UXO) Technician II		27.41
30493 - Unexploded Ordnance (UXO) Technician III		32.85
30494 - Unexploded (UXO) Safety Escort		22.65
30495 - Unexploded (UXO) Sweep Personnel		22.65
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	21.11
30621 - Weather Observer, Senior	(see 3)	23.45
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		10.71
31030 - Bus Driver		13.94
31043 - Driver Courier		14.96
31260 - Parking and Lot Attendant		10.11
31290 - Shuttle Bus Driver		16.25
31310 - Taxi Driver		10.90
31361 - Truckdriver, Light		16.25
31362 - Truckdriver, Medium		16.82
31363 - Truckdriver, Heavy		17.62
31364 - Truckdriver, Tractor-Trailer		17.62
99000 - Miscellaneous Occupations		
99030 - Cashier		9.30
99050 - Desk Clerk		7.94
99095 - Embalmer		22.65
99251 - Laboratory Animal Caretaker I		8.61
99252 - Laboratory Animal Caretaker II		13.46
99310 - Mortician		22.65
99410 - Pest Controller		12.65
99510 - Photofinishing Worker		11.90
99710 - Recycling Laborer		14.15
99711 - Recycling Specialist		16.26
99730 - Refuse Collector		12.79
99810 - Sales Clerk		11.50
99820 - School Crossing Guard		12.71
99830 - Survey Party Chief		17.48
99831 - Surveying Aide		10.77
99832 - Surveying Technician		14.74
99840 - Vending Machine Attendant		12.64
99841 - Vending Machine Repairer		14.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
00037A	04/13/2010		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)*

SCHAFER CORP
Attn: Ann Mix
7057 Old Madison Pike, Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
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.
X	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:
	D. OTHER *(Specify type of modification and authority)*

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.)*

(1) The purpose of this modification is to provide an administrative update to the period of performances for the IDIQ Option years 3 (04/01/2010-03/31/2011) & 4 (4/01/2011-3/31/2012).

Option Year 3 to IDIQ - Option Year 3: 31-MAR-10 to 31-MAR-11

Option Year 4 to IDIQ - Option Year 4: 31-MAR-10 to 31-MAR-12

FOB: Destination

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	04/13/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 of 3 BJH

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.	5 PROJECT NO (If applicable)
000038	05/27/2010		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsvillle AL 35806

CODE 8F406 FACILITY CODE

(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

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: -$203,211.00
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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Limitation of Funds, FAR Clause 52.232-22

E. IMPORTANT: Contractor x 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.)

(1) The purpose of this modification is to deobligate funding in the amount of $203,211.

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Total Amount for this Modification: $0.00

New Total Amount for this Version: $7,342,755.00

New Total Amount for this Award: $54,343,483.00

Obligated Amount for this Modification: -$203,211.00

New Total Obligated Amount for this Award: $22,943,822.00

Incremental Funded Amount changed: from
$23,147,033.00 to $22,943,822.00

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 Bobby J. Holden (Signature of Contracting Officer)	16C. DATE SIGNED 5/27/10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: -$203,211.00 Incremental Funded Amount changed from $6,684,119.00 to $6,480,908.00 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/1/81 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $13,034.00 to $0.00 Percent changed from .18325 to 0 CHANGES FOR ACCOUNTING CODE: 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/2/3 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $530,000.00 to $369,649.00 Percent changed from 7.45156 to 5.0342 CHANGES FOR ACCOUNTING CODE: 62CS20/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Account code changed from 62CS20/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U/8/10 to 62CS20/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22009D/020U Amount changed from $125,000.00 to $95,174.00 Change Item 005 to read as follows(amount shown is the obligated amount):				
005	OSAC Support Services - Option Year 2 Incrementally Funded Amount: $6,480,908.00 Accounting Info: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/1/2 Cost Center: 62CS01 GI Account: 6100.2511 Order: FC000000 WBS Continued ...				7,342,755.00

(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 **$21,728,822.** 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 – May 13, 2010.**

(b) The amount of **$1,215,000** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$21,918,739	$-189,917	$21,728,822
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$309,770	$-3,324	$306,446
Provisional Performance Incentive Fee	$918,524	$-9,970	$908,554
Total Sum Allotted	$23,147,033	$-203,211	$22,943,822

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. *(If applicable)*
000039	05/27/2010	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO
SCHAFER CORPORATION Attn: Ann Mix 7057 Old Madison Pike Suite 200 Huntsville AL 35806	(x)	9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 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)* See Schedule — Net Increase: $1,301,645.00

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)
	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, (x) 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 provide incremental funding. Thus, the total allotted funding for the contract is increased in the amount of $1,301,645, from $22,943,822 to $24,245,467. 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:

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)* Bobby J Holden	16C. DATE SIGNED 05/27/2010

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: $14,597,452.00 New Total Amount for this Award: $54,343,483.00 Obligated Amount for this Modification: $1,301,645.00 New Total Obligated Amount for this Award: $24,245,467.00 Incremental Funded Amount changed: from $22,943,822.00 to $24,245,467.00 PR # 4200340702 NEW ACCOUNTING CODE ADDED: Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/1/43 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $45,000.00 PR # 4200341583 Account code: 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510/62/EXPX22010D/234A/1/2 Cost Center 62JP40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $22,700.00 PR # 4200338164 Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX22010D/361N/1/2 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $9,437.00 NEW ACCOUNTING CODE ADDED: Account code: 62HS30/6100.2511/62/FC000000/731542.01.01.08.06/000/2510/62/EXCX22010D/538A/2/3 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,795.00 PR # 4200335508 Account code: 62CS20/6100.2511/62/FC000000/153825.01.01.09/000/2510/62/SCEX22010D/646O/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,720.00 Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.04/000/2510/62/EXCX22010D/538A/2/3 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,000.00 Account code: 62HS30/6100.2511/62/FC000000/736466.01.04.08.03/000/2510/62/CASX22010D/361N/3/4 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $365.00 Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22010D/618I/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $200,000.00 PR # 4200335586 Account code: Continued ...				

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS30/6100.2511/62/FC000000/736466.01.09.08.05.2/7/000/2510/62/CASX22010D/361N/1/2 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 PR # 4200336094 Account code: 62RS01/6100.2511/62/FC000000/736466.01.09.08.05.0/2/000/2510/62/CASX22010D/361N/1/2 Cost Center 62RS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $15,728.00 PR # 4200338532 Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22009D/361N/1/2 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,311.00 NEW ACCOUNTING CODE ADDED: Account code: 62EO01/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22010D/761A/1/43 Cost Center 62EO01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,376.00 Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.59/000/2510/62/SCEX22010D/515A/1/43 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: $25,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.59/000/2510/62/SCEX22010D/515A/1/44 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $50,000.00 PR# 4200340702 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/1/2 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,280.00 Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22010D/361N/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $212,034.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/3/4 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $103,033.00 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22010D/361N/4/5 Cost Center 62CS20 GI Account 6100.2511 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Quantity: 0 Amount: $384,680.00 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22010D/361N/5/6 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $70,186.00 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22010D/361N/2/44 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $25,000.00				

(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 **$22,945,313.** 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 **$1,300,154** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$21,728,822	$1,216,491	$22,945,313
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$306,446	$21,289	$327,735
Provisional Performance Incentive Fee	$908,554	$63,865	$972,419
Total Sum Allotted	$22,943,822	$1,301,645	$24,245,467

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)
000040	06/02/2010	See Schedule	

6 ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

7 ADMINISTERED BY (If other than item 6) CODE MSFC

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)

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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 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 Funds, FAR Clause 52.232-22

E. IMPORTANT: Contractor X 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

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 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 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				

(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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000041	07/01/2010	See Schedule	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)*

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

COOE 8F406 FACILITY CODE

(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

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: $1,649,833.00
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).
	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 provide incremental funding in the amount of $1,649,833. Thus, the total allotted funding for the contract is increased by the amount of $1,649,833, from $24,149,952 to $25,799,785. The anticipated funded through date is September 1, 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:

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)* Bobby J. Holden	16C. DATE SIGNED 07/01/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this Modification: $1,649,833.00 New Total Obligated Amount for this Award: $25,799,785.00 Incrementally Funded through date changed from 07/30/2010 to 09/01/2010 PR # 4200344391 Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2 510/62/EXPX22009D/020U/2/3 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $748.00 Percent: .01031 Subject To Funding: Payment Address: Account code: 62VP01/6100.2511/62/FC000000/253225.04.04.10.04.0/ 8/000/2510/62/EXPX22010D/020U/1/2 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,400.00 Percent: .0193 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/739788.16.08/000/2510 /62/CASX22010D/618I/1/43 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,000.00 Percent: .02757 Subject Tc Funding: Payment Address: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NEW ACCOUNTING CODE ADDED: Account code: 62ER01/6100.2511/62/FC000000/736466.01.09.08.05.1/ 3/000/2510/62/CASX22009D/361N/1/43 Cost Center 62ER01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,000.00 Account code: 62CS20/6100.2511/62/FC000000/419887.31.08/000/2510 /62/CASX22010D/618I/1/43 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,536.00 PR # 4200347516 NEW ACCOUNTING CODE ADDED: Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22010D/361N/1/2 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $75,000.00 Account code: 62CS20/6100.2511/62/FC000000/096516.01.08/000/2510 /62/EDUX22010D/538Q/2/3 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,080.00 PR # 4200348042 Account code: 62CS20/6100.2511/62/FC000000/383807.02.01.05.01/00 0/2510/62/SCEX22010D/728A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $60,000.00 Account code: 62MP21/6100.2511/62/FC000000/522094.08.01.01.03.0/3/000/2510/62/EXCX22010D/538A/2/3 Cost Center 62MP21 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $60,000.00 Account code: 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U/3/4 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $1,030,115.00 Account code: 62CS20/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $395,000.00 Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510/62/CASX22010D/618I/5/6 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $9,954.00 FOB: Destination				

(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 **$24,397,947.** 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 – September 1, 2010.**

(b) The amount of **$1,401,838** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$22,856,047	$1,541,900	$24,397,947
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$326,173	$26,983	$353,156
Provisional Performance Incentive Fee	$967,732	$80,950	$1,048,682
Total Sum Allotted	$24,149,952	$1,649,833	$25,799,785

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 3

2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO. (If applicable)
000042	07/07/2010		

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

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)

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: -$368,359.00

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)
	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, (X) 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 $368,359. Thus, the total allotted funding for the contract is decreased by the amount of $368,359, from $25,799,785 to $25,431,426. The anticipated funded through date is September 1, 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.

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 Bobby J. Holden (Signature of Contracting Officer)	16C. DATE SIGNED 07/07/2010

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: -$368,359.00 New Total Obligated Amount for this Award: $25,431,426.00 CHANGES FOR ACCOUNTING CODE: 62JP40/6100.2511/FC000000/206518.01.20/000/2510/62 /EXPX22010D/234A Account code changed from 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510 /62/EXPX22010D/234A/1/2 to 62JP40/6100.2511/FC000000/206518.01.20/000/2510/62 /EXPX22010D/234A Amount changed from $4,540.00 to $2,366.00 CHANGES FOR ACCOUNTING CODE: 62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2 510/62/EXPX22010D/234A Account code changed from 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/00 0/2510/62/EXPX22010D/234A/1/2 to 62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2 510/62/EXPX22010D/234A Amount changed from $145,544.00 to $250.00 62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2 510/62/EXPX22010D/234A Account code changed from 62JP02/6100.2511/62/FC000000/136905.01.01.08.30/00 0/2510/62/EXPX22010D/234A/1/2 to 62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2 510/62/EXPX22010D/234A Amount changed from $56,602.00 to $750.00 62JP60/6100.2511/FC000000/136905.10.10.10.10/000/2 510/62/EXPX22010D/234A Account code changed from 62JP60/6100.2511/62/FC000000/136905.10.10.10.10/00 0/2510/62/EXPX22010D/234A/2/3 to 62JP60/6100.2511/FC000000/136905.10.10.10.10/000/2 510/62/EXPX22010D/234A Amount changed from $16,120.00 to $14,928.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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/1/2 to 62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A Amount changed from $72,772.00 to $3,646.00 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/1/2 to 62JP02/6100.2511/FC000000/136905.01.01.08.30/000/2510/62/EXPX22010D/234A Amount changed from $72,772.00 to $750.00 Percent changed from 1.02314 to .01021 62JP40/6100.2511/FC000000/206518.01.20/000/2510/62/EXPX22010D/234A Account code changed from 62JP40/6100.2511/62/FC000000/206518.01.20/000/2510/62/EXPX22010D/234A/1/2 to 62JP40/6100.2511/FC000000/206518.01.20/000/2510/62/EXPX22010D/234A Amount changed from $22,700.00 to $1.00 FOB: Destination				

(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 **$24,053,686.** 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 – September 1, 2010.**

(b) The amount of **$1,377,740** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$24,397,947	-$344,261	$24,053,686
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$353,156	-$6,024	$347,132
Provisional Performance Incentive Fee	$1,048,682	-$18,074	$1,030,608
Total Sum Allotted	$25,799,785	-$368,359	$25,431,426

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)
000043	07/16/2010	4200349383	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)
See Schedule

Net Increase: $266,048.00

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).
	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 x 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 $61,500 and obligate funding in the amount of $327,548. Thus, the total allotted funding for the contract is increased by the amount of $266,048, from $25,431,426 to $25,697,474. The anticipated funded through date is September 16, 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:

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 Bobby J. Holden (Signature of Contracting Officer)	16C. DATE SIGNED 07/16/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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: $266,048.00 New Total Obligated Amount for this Award: $25,697,474.00 NEW ACCOUNTING CODE ADDED: PR # 4200349383 Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.03/00 0/2510/62/EXCX22010D/538A/2/78 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $31,576.00 Account code: 62MP02/6100.2511/62/FC000000/520871.08.01.01.02/00 0/2510/62/EXCX22010D/538A/1/77 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $9,745.00 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.01/00 0/2510/62/CASX22010D/361N/1/77 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $17,000.00 Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22010D/618I/1/77 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $55,227.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.04/000/2510/62/EXCX22010D/538A/2/112 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,000.00 Account code: 62CS30/6100.2511/62/FC000000/383807.02.01.05.01/000/2510/62/SCEX22010D/728A/3/113 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $50,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.70/000/2510/62/SCEX22010D/515A/4/114 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $100,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS20/6100.2511/62/FC000000/032278.01.07/000/2510/62/CASX22010D/046A/1/111 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,000.00 NEW ACCOUNTING CODE ADDED: Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.71/000/2510/62/SCEX22010D/515A/5/115 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $60,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U Account code changed from 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U/3/4 to 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U FOB: Destination				

(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 **$24,302,329.** 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 – September 16, 2010.**

(b) The amount of **$1,395,145** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$24,053,686	$248,643	$24,302,329
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$347,132	$4,352	$351,484
Provisional Performance Incentive Fee	$1,030,608	$13,053	$1,043,661
Total Sum Allotted	$25,431,426	$266,048	$25,697,474

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000044	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
See Schedule Net Increase: $866,490.00

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).
	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.)*

1. The purposes of this task order modification are to incorporate the following actions;

a) Deobligate funding in the amount of $40,000 and obligate funding in the amount of $906,490. Thereby, increasing the total funding allotted to the contract in the amount of $866,490, from $25,697,474 to $26,563,964; and

b) Extend the anticipated funded through date from September 16, 2010 to November 30, 2010.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

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)*	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Audrey Renee McMillan *(Signature of Contracting Officer)*	16C. DATE SIGNED 8/31/2010

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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. 3. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope New Total Amount for this Award: $54,343,483.00 Obligated Amount for this Modification: $866,490.00 New Total Obligated Amount for this Award: $26,563,964.00 Incremental Funded Amount changed: from $25,697,474.00 to $26,563,964.00 Incrementally Funded through date changed from 09/01/2010 to 11/30/2010 ACCOUNTING AND APPROPRIATION DATA: PR # 4200002604 62CS30/6100.2511/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U Amount changed from $968,615.00 to $928,615.00 Percent changed from 13.35156 to 12.80019 Amount: ($40,000.00) PR # 4200345086 Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A/2/83 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $30,000.00 PR # 4200345086 Account code: 62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22010D/761A/3/84 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $11,000.00 PR # 4200345086 Account code: 62VP23/6100.2511/62/FC000000/132438.11.02/000/2510 /62/EXPX22009D/479A/1/82 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $10,000.00 PR # 4200345086 Account code: 62VP01/6100.2511/62/FC000000/253225.04.04.10.04.0/ 8/000/2510/62/EXPX22010D/020U/1/2 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 PR # 4200345086 Account code: 62VP01/6100.2511/62/FC000000/095240.04.03.04.02.0/ 8/000/2510/62/EXPX22010D/020U/2/3 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $12,500.00 PR # 4200355070 Account code: 62CS20/6100.2511/62/FC000000/685676.01.08.05/000/2 510/62/CASX22010D/714A/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $6,175.00 PR # 4200355070 Account code: 62CS30/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22010D/618I/1/43 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $50,000.00 PR # 4200355070 Account code: 62VP23/6100.2511/62/FC000000/714607.01.05.01/000/2510/62/SCEX22010D/881D/1/125 Cost Center 62VP23 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $30,000.00 PR # 4200355070 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX22010D/361N/1/289 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $46,331.00 PR # 4200355070 Account code: 62CS40/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/1/43 Cost Center 62CS40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $18,540.00 PR # 4200355070 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX22010D/361N/1/328 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $181,198.00 PR # 4200355070 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX22010D/361N/1/447 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $94,595.00 PR # 4200355070 Account code: 62CS20/6100.2511/62/FC000000/977657.14.08/000/2510 /62/CASX22010D/618I/1/488 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $272,060.00 PR # 4200355070 Account code: 62CS20/6100.2511/62/FC000000/397424.07.02.03.12/00 0/2510/62/SCEX22010D/814L/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 PR # 4200355070 Account code: 62VP22/6100.2511/62/FC000000/511432.07.04/000/2510 /62/SCEX22010D/431A/1/43 Cost Center 62VP22 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $10,000.00 PR # 4200355070 Account code: 62CS10/6100.2511/62/FC000000/833011.02.08.02.EE91/ .09/000/2510/62/CASX22009R/CASP/1/408 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $84,091.00 PR # 4200345086 Account code: 62CS30/6100.2511/62/FC000000/811073.02.14.02.73/00 0/2510/62/SCEX22010D/515A/1/2 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: $10,000.00 FOB: Destination				

(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 **$25,112,133.** 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 30, 2010.**

(b) The amount of **$1,451,831** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$24,302,329	$809,804	$25,112,133
IDIQ Estimated Cost	$0	$0	$0
Provisional Cost Incentive Fee	$351,484	$14,172	$365,656
Provisional Performance Incentive Fee	$1,043,661	$42,515	$1,086,176
Total Sum Allotted	$25,697,474	$866,490	$26,563,964

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000045			

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	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	MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
SCHAFER CORPORATION Attn: Ann Mix 7057 Old Madison Pike Suite 200 Huntsville AL 35806	(x)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 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)
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	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 2 copies to the issuing office.

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

1. The purposes of this modification are to:

a) revise Section H.8 NFS 1852.235-71; Key Personnel and Facilities (MAR 1989) for the deletion of one key personnel; and

b) incorporate Section I.3 FAR 52.232-19; Availability of funds for the Next Fiscal Year (APR 1984) in full text.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

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)	
Susan Ronzio, Contracts Supervisor		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR Susan Ronzio (Signature of person authorized to sign)	15C. DATE SIGNED 06-SEP-10	16B. UNITED STATES OF AMERICA Audrey Renee McMillan (Signature of Contracting Officer)	16C. DATE SIGNED 9-7-2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM07AA70C/000045	PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Clause H.8 NFS 1852.235-71; Key Personnel and Facilities (MAR 1989); Page H-7 Clause I.3 FAR 52.232-19; Availability of funds for the Next Fiscal Year (APR 1984); Page I-21 3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.				

Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

The following individuals are considered key personnel:

(b)(4)

No facilities are considered Key Facilities for the performance of this effort.

(End of Clause)

H.9 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational

Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f); suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I.15 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90) (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

I.16 AVAILABILITY OF FUNDS FOR THE NEXT FISICAL YEAR (52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000046	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
SCHAFER CORPORATION Attn: Ann Mix 7057 Old Madison Pike Suite 200 Huntsville AL 35806	(x)	9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 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: $80,350.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	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 2 copies to the issuing office.

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

1. The purposes of this task order modification are to incorporate the following actions;

a) Provide Incentive Fee Earned in the amount of $463,223 for the Option Year 2 period of April 1, 2009 through March 31, 2010;

b) Accordingly, this modification incorporates the incentive fee earned for the Option Year 2 in the amount of $463,223(Mission: $367,527 and IDIQ: $95,696). The cost incentive earned is increased by $134,066 for Mission and IDIQ and the performance incentive fee earned is increased by $336,560 for Mission and IDIQ;

NOTE: The contractor has billed provisional incentive fee for Option Year 2 in the amount

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)*
Susan Ronzio, Contracts Supervisor	Audrey R. McMillan

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Susan Ronzio *(Signature of person authorized to sign)*	16-SEP-10	Audrey Renee McMillan *(Signature of Contracting Officer)*	09-16-2010

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	of $241,773 thereby leaving a balance due to the contractor in the amount of $221,450; c) Provide incremental funding in the amount of $80,350. Thereby, increasing the total funding allotted to the contract from $26,563,964 to $26,644,314; and d) Extend the anticipated funded through date November 30, 2010. 2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change. Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in it's entirety and the revised Table B-1 shown on the enclosed replacement B-2, is substituted in lieu thereof. 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. 3. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Obligated Amount for this Modification: $80,350.00 New Total Obligated Amount for this Award: $26,644,314.00 Incremental Funded Amount changed: from $26,563,964.00 to $26,644,314.00 ACCOUNTING AND APPROPRIATION DATA: PR # 4200357350 Account code: 62CS10/6100.2511/62/FC000000/833011.02.08.02.EE91/.09/000/2510/62/CASX22009R/CASP/1/43 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $10,920.51 PR # 4200357350 Account code: 62CS10/6100.2511/62/FC000000/595551.01.08.20.VP01/ .10/000/2510/62/CASX22010R/CASP/2/44 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $7,429.49 PR # 4200358425 Account code: 62VP01/6100.2511/62/FC000000/199008.02.08.40.VP1N/ .10/000/2510/62/CASX22010R/CASP/2/3 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $40,000.00 PR # 4200358425 Account code: 62CS20/6100.2511/62/FC000000/550028.07.01.08/000/2 510/62/EXPX22010D/020U/1/2 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $22,000.00 FOB: Destination				

TABLE B-1

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$0	$129,972	$4,305	$0	$222,165	$46,390	**$7,615,168**
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,437	$90,836	$8,335,283	$136,155	$136,155	$0	$272,510	$247,701	$24,809	**$9,152,613**
	Mission Services Option Year 1	Mod 13 WD	$49,224	No Fee	$49,224							**$49,224**
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,177,431	$90,605	$6,750,181	$135,908	$101,692	$34,216	$271,815	$265,835	$5,980	**$7,565,627**
CURRENT MISSION VALUE												**$24,382,632**
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	$1,179,902	$20,648	$1,538,886	$0	$26,505	$4,467	$0	$52,942	$9,003	**$1,631,803**
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,377	$1,296,708	$30,536	$26,313	$4,223	$61,065	$55,508	$5,557	**$1,479,910**
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/2010	$1,233,263	$21,581	$1,318,109	$32,374	$32,374	$0	$64,745	$63,322	$1,423	**$1,512,347**
CURRENT IDIQ VALUE												**$4,624,060**
CURRENT MISSION AND IDIQ VALUE							$134,066		$336,560			**$29,006,692**

TABLE B-2

4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$6,882,981	$139,394	TBD	TBD	$278,787	TBD	TBD	**$7,301,162**
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	**$7,475,649**
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												**$14,776,811**
TOTAL CURRENT AND POTENTIAL VALUE MISSION AND IDIQ												**$43,783,503**

(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 **$25,187,226.** 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 30, 2010.**

(b) The amount of **$1,457,088** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$25,112,132	$75,094	$25,187,226
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$365,656	$1,314	$366,970
Provisional Performance Incentive Fee	$1,086,176	$3,942	$1,090,118
Total Sum Allotted	$26,563,964	$80,350	$26,644,314

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000047	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
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 2 copies to the issuing office.

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

1. The purposes of this task order modification are to incorporate the following actions;

a) Provide Incentive Fee Earned in the amount of $508,330 for the period of April 1, 2009 through March 31, 2010; and

b) Accordingly, this modification incorporates the incentive fee earned for the Option Year 2 in the amount of $508,330 (Mission: $412,634 and IDIQ: $95,696). The cost incentive earned is increased by $170,558 for Mission and IDIQ and the performance incentive fee earned is increased by $337,772 for Mission and IDIQ.

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)*
Susan Ronzio, Contracts Supervisor	Audrey R. McMillan

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Susan Ronzio *(Signature of person authorized to sign)*	21-SEP-2010	Audrey Renee McMillan *(Signature of Contracting Officer)*	9-23-2010

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NOTE: The contractor has billed provisional incentive fee for Option Year 2 in the amount of $241,773 thereby leaving a balance due to the contractor in the amount of $266,557. 2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change. Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in it's entirety and the revised Table B-1 shown on the enclosed replacement B-2, is substituted in lieu thereof. 3. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect.				

TABLE B-1

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$0	$129,972	$4,305	$0	$222,165		**$7,568,778**
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,656	$90,836	$8,335,283	$136,155	$136,155	$0	$272,510	$247,701		**$9,127,804**
	Mission Services Option Year 1	Mod 13 WD	$49,224	No Fee	$49,224							**$49,224**
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,345,214	$93,541	$6,917,964	$140,313	$138,184	$2,129	$280,624	$274,450	$6,174	**$7,292,129**
	Mission Services Option Year 2	Mod 35 WD	$50,626	No Fee	$50,626							**$50,626**
CURRENT MISSION VALUE												**$24,037,935**
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	$1,179,902	$20,648	$1,538,886	$0	$26,505	$4,467	$0	$52,942		**$1,622,800**
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,377	$1,296,708	$30,536	$26,313	$4,223	$61,065	$55,508		**$1,474,353**
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/2010	$1,233,263	$21,581	$1,318,109	$32,374	$32,374	$0	$64,745	$63,322	$1,423	**$1,512,347**
CURRENT IDIQ VALUE												**$4,609,500**
CURRENT MISSION AND IDIQ VALUE												**$28,647,435**

TABLE B-2

4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$6,882,981	$139,394	TBD	TBD	$278,787	TBD	TBD	**$7,301,162**
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	**$7,475,649**
5c	Unearned Fee/Msn	Base-4						$4,305			$71,199	
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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000048	See Block 16C	4200360004	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SCHAFER CORPORATION
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $509,120.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR Clause 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

1. The purposes of this task order modification are to incorporate the following actions;

a) Provide incremental funding in the amount of $509,120; thereby, increasing the total funding allotted to the contract from $26,644,314 to $27,153,434.00; and

b) Extend the anticipated funded through date to December 3, 2010.

2. The following paragraph(s) has/have 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
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)*	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Audrey Renee McMillan *(Signature of Contracting Officer)*	10-8-2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B.6, is substituted in lieu thereof. 3. Except as provided herein, all terms and conditions of this task order remain unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: $509,120.00 New Total Obligated Amount for this Award: $27,153,434.00 Incremental Funded Amount changed: from $26,644,314.00 to $27,153,434.00 Incrementally Funded through date changed from 11/30/2010 to 12/03/2010 ACCOUNTING AND APPROPRIATION DATA: PR # 4200360004 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/1/2 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $99,008.00 PR # 4200360004 Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $65,472.00 PR # 4200360004 Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/3/4 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $65,472.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SCHAFER CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR # 4200360004 Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX12011D/361N/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $125,632.00 PR # 4200360004 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/5/6 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $137,216.00 PR # 4200360004 Account code: 62CS20/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX12011D/361N/6/7 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $16,320.00 FOB: Destination				

(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 **$25,663,039.** 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 – December 3, 2010.**

(b) The amount of **$1,490,395** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$25,187,226	$475,813	$25,663,039
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$366,970	$8,327	$375,297
Provisional Performance Incentive Fee	$1,090,118	$24,980	$1,115,098
Total Sum Allotted	$26,644,314	$509,120	$27,153,434

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000049	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $195,818.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	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 2 copies to the issuing office.

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

1. The purposes of this modification are to:

a) Increase Estimated Materials Cost in the amount of $524,250, from $6,882,981 to $7,407,231; thereby increasing the total Current Contract Value from $43,008,951 to $43,533,201;

b) Incorporate MSFC Clause 52.223-95; Prevention of and Response to Threatening Behavior in the Workplace (Aug 2010);

c) Incorporate NFS Clause 1852.242-72; Observance of Legal Holidays (AUG 1992) ALTERNATE II (OCT 2000) in full text; and

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)*
Susan Ronzio, Contracts Supervisor	Sherry K Fenn

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Susan Ronzio *(Signature of person authorized to sign)*	01-DEC-2010	Sherry K Fenn *(Signature of Contracting Officer)*	12-1-10

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	d) Provide incremental funding in the amount of $195,818, from $27,153,434 to $27,349,252; thereby extending the anticipated funded through date from December 3, 2010 to December 15, 2010. 2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change. Clause B.2 Estimated Costs and Fees, Table B-1 and B-2; Page B-2 Clause B.4 Cost and Performance Incentive Fee; Page B-4 Clause B.6 Contract Funding; Page B-7 Clause H.1 NFS 1852.242-72; Observance of Legal Holidays (AUG 1992) ALTERNATE II (OCT 2000) was deleted by reference; Page H-1 Clause H.11 MSFC 52.223-93 Advanced Notification of Contractor Employee Discipline or Involuntary Termination (Feb 2008) was deleted in its entirely and replaced with MSFC 52.223-95 Prevention of and Response to Threatening Behavior in the Workplace (Aug 2010); Page H-9 Clause H.13 NFS Clause 1852.242-72; Observance of Legal Holidays (AUG 1992) ALTERNATE II (OCT 2000) was incorporated in full text; Page H-12 3. All other terms and conditions of this contract are unchanged and remain in full force and effect. LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Obligated Amount for this Modification: $195,818.00 Incremental Funded Amount changed: from $27,153,434.00 to $27,349,252.00 Incrementally Funded through date changed from 12/03/2010 to 12/15/2010 ACCOUNTING AND APPROPRIATION DATA: Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR # 4200365360 Account code: 62VP01/6100.2511/62/FC000000/825080.04.06.40.08/000/2510/62/EXPX22010D/020U/1/43 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $4,900.00 PR # 4200365360 Account code: 62JP02/6100.2511/62/FC000000/604746.01.01.05.08/000/2510/62/EXPX22011D/234A/2/44 Cost Center 62JP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $36,750.00 PR # 4200365360 Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/1/000/2510/62/EXCX22011D/733B/3/45 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $941.00 PR # 4200362783 Account code: 62EO02/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22011D/761A/1/2 Cost Center 62EO02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $50,000.00 PR # 4200362783 Account code: 62EO02/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22010D/761A/2/3 Cost Center 62EO02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $2,747.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR # 4200362783 Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/ 1/000/2510/62/EXCX22011D/733B/3/4 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00				
	PR # 4200362783 Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.02/00 0/2510/62/EXCX22011D/538A/4/5 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $18,873.00				
	PR # 4200362783 Account code: 62CS10/6100.2511/62/FC000000/736466.01.09.08.05.4/ 4/000/2510/62/CASX12011D/361N/1/43 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $22,000.00				
	PR # 4200362783 Account code: 62EE01/6100.2511/62/FC000000/432938.08.01.08.05.0/ 3/000/2510/62/CASX12011D/361N/1/43 Cost Center 62EE01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $22,607.00				
	PR # 4200362783 Account code: 62CS20/6100.2511/62/FC000000/309574.01.02.08/000/2 510/62/AERX22010D/469A/1/43 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $17,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000050	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $216,072.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR Clause 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

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

1. The purposes of this modification are to:

a) Provide incremental funding in the amount of $216,072, from $27,349,252 to $27,565,324; and

b) Extend the anticipated funded through date to December 20, 2010.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Clause B.6 Contract Funding; Page B-7
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)*	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Audrey R. McMillan *(Signature of Contracting Officer)*	16C. DATE SIGNED 12-17-10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. All other terms and conditions of this contract are unchanged and remain in full force and effect. LIST OF CHANGES: Reason for Modification : Funding Only Action New Total Amount for this Award: $54,960,970.00 Obligated Amount for this Modification: $216,072.00 Incremental Funded Amount changed: from $27,349,252.00 to $27,565,324.00 Incrementally Funded through date changed to 12/20/2010 ACCOUNTING AND APPROPRIATION DATA: PR #4200367191 Account code: 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/1/2 Cost Center 62CS01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $23,205.00 PR #4200367191 Account code: 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $15,344.00 PR #4200367191 Account code: 62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/3/4 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $15,344.00 PR #4200367191 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX12011D/361N/4/5 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $29,450.00 PR #4200367191 Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX12011D/361N/5/6 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,825.00 PR #4200367191 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/6/7 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $32,158.00 PR #4200367191 Account code: 62CS10/6100.2511/62/FC000000/736466.01.09.08.05.4/4/000/2510/62/CASX12011D/361N/7/8 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,255.00 PR #4200367191 Account code: 62MP31/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/43 Cost Center 62MP31 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $71,491.00 PR #4200369014 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 62VP01/6100.2511/62/FC000000/581291.01.01.02.02/000/2510/62/SCEX22011D/502A/2/44 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,000.00 PR #4200369014 Account code: 62VP01/6100.2511/62/FC000000/397424.07.02.03.09/000/2510/62/SCEX22011D/814L/3/45 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $10,000.00 PR #4200369014 Account code: 62VP01/6100.2511/62/FC000000/714607.01.01.02.02/000/2510/62/SCEX22011D/881D/1/43 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $5,000.00 FOB: Destination				

(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 **$26,066,911.** 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 – December 20, 2010.**

(b) The amount of **$1,518,667** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$25,663,039	$201,936	$25,864,975
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$375,297	$3,534	$378,831
Provisional Performance Incentive Fee	$1,115,098	$10,602	$1,125,700
Total Sum Allotted	$27,153,434	$216,072	$27,369,506

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000051	DEC 27 2010	4200369868	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)
See Schedule

Net Increase: $574,540.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

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

1. The purposes of this modification are to:

a) Provide incremental funding in the amount of $574,540, from $27,565,324 to $28,139,864 and

b) Extend the anticipated funded through date to March 4, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Clause B.6 Contract Funding; Page B-7
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)	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
(Signature of person authorized to sign)		Audrey Renee McMillan (Signature of Contracting Officer)	12-27-10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. All other terms and conditions of this contract are unchanged and remain in full force and effect. 62E003/6100.2511/62/FC000000/769347.05.08.07.01.0/1/000/2510/62/EXCX22011D/733B/1/2 $20,000.00 62CS20/6100.2511/62/FC000000/672854.01.02.01/000/2510/62/EXCX2Z011D $17,700.00 62JP02/6100.2511/62/FC000000/604746.01.01.05.08/000/2510/62/EXPX22011D/234A/3/4 $10,000.00 62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/1/84 $117,572.00 62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/2/85 $77,744.00 62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX12011D/361N/3/86 $149,213.00 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX12011D/361N/4/87 $19,380.00 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/5/88 $162,931.00 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

(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 **$26,401,928.** 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 – March 4, 2011.**

(b) The amount of **$1,542,118** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$25,864,975	$536,953	$26,401,928
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$378,831	$9,397	$388,228
Provisional Performance Incentive Fee	$1,125,700	$28,190	$1,153,890
Total Sum Allotted	$27,369,506	$574,540	$27,944,046

FPDS-NG INPUT SHEET
MODIFICATION FOR
IDC (Indefinite Delivery Contract)

COMPLETE ALL APPLICABLE BLOCKS

General Information

Award Number:* NNM07AA70C
Modification Number:* 51
Reason For Modification:*
Supplemental Agreement for Work within scope

Dates

Date Signed (m/d/yyyy):* 12/27/2010
Last Date to Order (m/d/yyyy):* 3/31/2012
Effective Date (m/d/yyyy):* 12/27/2010

Amounts

	Previous Values	This Action	Total
Action Obligation:*	$27,565,324.00	$574,540.00	$28,139,864.00
Base & All Options Value:*	$54,960,970.00	$0	$54,960,970.00

Purchaser Information

Contracting Office Agency ID:* **8000**
Contracting Office Agency Name: **NASA**
Contracting Office ID:* **MSFC0**
Contracting Office Name: **MSFC**

Contractor Information

Vendor Name:* SCHAFER CORPORATION
DBA: SCHAFER CORPORATION
Street: 321 BILLERICA RD
DUNS: (b)(4)
City: CHELMSFORD
Phone: 2565446697
State: MA Zip Code (+4): 18244
Contractor Name From Contract: (b)(4)
Country: US

Contract Data

Type of Contract: **N/A**
Major Program: **N/A**
National Interest Action:* Select One
Type of IDC: **N/A**
Multiple or Single Award IDC: **N/A**
Program Acronym: **N/A**
Cost or Pricing Data: **N/A**
Cost Accounting Standards Clause: **N/A**
Consolidated Contract: (*>$5Million) **N/A**

Legislative Mandates

Walsh-Healey Act:* ☐
Service Contract Act:* ☒
Davis Bacon Act:* ☐

Inter-Agency IDV Authority

Economy Act: ☐
Other Interagency Contracting Statutory Authority (1000 characters):

Product or Service Information

Product/Service Code: **N/A**
Principal NAICS Code: **N/A**
Claimant Program Code: **N/A**
Bundled Contract: *(*> $5M)* **N/A**
GFE/GFP Provided Under This Action:* ☐
Use of Recovered Material: **N/A**
Sea Transportation: **N/A**

Description of Requirement: *(4000 characters)* **N/A**

Competition Info

Extent Competed: **N/A**
Solicitation Procedures: **N/A**
Type of Set-Aside: **N/A**
Evaluated Preference: **N/A**
SBIR / STTR: **N/A**
Statutory Exception to Fair Opportunity: **N/A**
Reason Not Competed: **N/A**
Number of Offers Received: **N/A**
Small Business Competitiveness Demo Program: **N/A**
Commercial Item Test Program: **N/A**
Commercial Item Acquisition Procedures: **N/A**

Preference Programs / Other Data:	
Contracting Officer Business Size Determination:* Other than Small Business	
Subcontract Plan:* Plan Not Required	
NASA Specific Data Elements	
Offeror's Proposal Number:	Advisory/Assistance Services Contract:* ☐
PR Number:* 4200369868	Support Services Type Contract:* ☒
Accession Number:	New Technology or Patent Clause:* ☐
Installation Unique: **62**	Property Financial Reporting:* ☐
Administrator Code:* MEE	Value Engineering Code:* ☐
Contracting Officer Code:* MGM	Security Code:* ☐
Negotiator Code:* MGM	Is Physically Complete: ☐
COTR Organization Code:* CS01	Physically Completion Date (m/d/yyyy):
COTR Name:* FRED HARRINGTON	Final Invoice Paid Date (m/d/yyyy):
Alternate COTR Name:	Funded Through Date (m/d/yyyy):* 3/4/2011
Procurement Placement Code:* BF	Cancellation Date (m/d/yyyy):
Management Reporting Requirements:* NASA Forms 533M 533Q	Solicitation Issue Date (m/d/yyyy): 10/10/2006
Accounting Installation:* Marshall Space Flight Center	Destroy Date (m/d/yyyy):

Contract Administrations Delegated: *(Select One or More Options)*

- ☐ Blanket Delegation
- ☐ Closeout
- ☐ Consent to Subcontract
- ☐ Cost Accounting Standards
- ☐ Engineering or Product Surveillance
- ☐ None
- ☐ Other
- ☐ Post Award Audit
- ☐ Property Administration
- ☐ Quality Assurance
- ☐ Security
- ☐ Transportation

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000052	See Block 16C	4200372256	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $28,426.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR Clause 52.232-22, Limitations of Funds

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.)*

1. The purposes of this modification are to:

a) Provide incremental funding in the amount of $46,027 and de-obligate funding in the amount of $17,601; thereby increasing the total funding allotted to this contract by $28,426 from $28,139,864 to $28,168,290 and

b) The anticipated funded through date remains March 4, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

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)*	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Audrey Renee McMillan *(Signature of Contracting Officer)*	1-24-2011

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Clause B.6 Contract Funding; Page B-7 3. All other terms and conditions of this contract are unchanged and remain in full force and effect. LIST OF CHANGES: Reason for Modification : Funding Only Action New Total Amount for this Award: $54,960,970.00 Obligated Amount for this Modification: $28,426.00 Incremental Funded Amount changed: from $28,139,864.00 to $28,168,290.00 Incrementally Funded through date remains 03/04/2011 ACCOUNTING AND APPROPRIATION DATA: PR # 420034508662CS30/6100.2511/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A Account code changed from 62CS30/6100.2511/62/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A/2/83 to 62CS30/6100.2511/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A Amount changed from $30,000.00 to $22,399.00 Amount: ($7,601.00) PR # 4200355070 62CS30/6100.2511/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A Account code changed from 62CS30/6100.2511/62/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A/1/2 to 62CS30/6100.2511/FC000000/811073.02.14.02.73/000/2510/62/SCEX22010D/515A Amount changed from $10,000.00 to $0.00 Amount: ($10,000.00) PR # 4200372256 Account code: 62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/1/000/2510/62/EXCX22011D/733B/1/2 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PR # 4200372256 Account code: 62CS10/6100.2511/62/FC000000/736466.01.09.08.05.4/ 4/000/2510/62/CASX12011D/361N/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $26,027.00 FOB: Destination				

(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 **$26,611,501.** 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 – March 4, 2011.**

(b) The amount of **$1,556,789** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$26,584,935	$26,566	$26,611,501
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$391,431	$465	$391,896
Provisional Performance Incentive Fee	$1,163,498	$1,395	$1,164,893
Total Sum Allotted	$28,139,864	$28,426	$28,168,290

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
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2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5. PROJECT NO. *(If applicable)*
000053	See Block 16C	4200374158	

6 ISSUED BY	CODE	7 ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $26,500.00

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)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D OTHER *(Specify type of modification and authority)* Contract Funding (NFS 1852.232-81)(June 1990)

E. IMPORTANT: Contractor [X] 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.)*

1. The purpose of this modification is to:

a) Provide incremental funding in the amount of $26,500, thereby increasing the total funding allotted to this contract from $28,168,290 to $28,194,790.

b) The anticipated funded through date remains March 4, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Clause B.6 Contract Funding; Page B-7
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)*	
		Audrey R. McMillan	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		Audrey Renee McMillan *(Signature of Contracting Officer)*	2-11-2011

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. All other terms and conditions of this contract are unchanged and remain in full force and effect. LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: $26,500.00 New Total Obligated Amount for this Award: $28,194,790.00 Incremental Funded Amount changed: from $28,168,290.00 to $28,194,790.00 Incrementally Funded Through Date remains 03/04/2011 ACCOUNTING AND APPROPRIATION DATA: PR #4200374158 62CS30/6100.2511/62/FC000000/550028.07.02.08/000/2510/62/EXPX22010D/020U/1/2 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $26,500.00 FOB: Destination				

(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 **$26,636,267.** 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 – March 4, 2011.**

(b) The amount of **$1,558,523** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$26,611,501	$24,766	$26,636,267
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$391,896	$433	$392,329
Provisional Performance Incentive Fee	$1,164,893	$1,300	$1,166,193
Total Sum Allotted	$28,168,290	$26,500	$28,194,790

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000054	See Block 16C	4200376145	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Audrey McMillan Procurement Office/PS33 NASA/Marshall Space Flight Center Phone: 256-961-1339 Email: audrey.r.mcmillan@nasa.gov Marshall Space Flight Center AL 35812	MSFC

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $219,358.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	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 2 copies to the issuing office.

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

1. The purposes of this modification are to:

a) Provide Incentive Fee Earned in the amount of $35,142 for Task Order NNM08AB17T and NNM08AB21T for Option Period 1 from April 1, 2008 through March 31, 2009;

b) Accordingly, this modification incorporates the incentive fee earned for IDIQ Option Year 1 in the amount of $35,142. Therefore, the cost incentive earned is increased by $12,470 and the performance incentive fee earned is increased by $22,671;

c) Provide incremental funding in the amount of $219,358, thereby increasing the total funding allotted to this contract from $28,194,790 to $28,414,148.00; and

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)*	
Susan L. Ronzio, Contracts Supervisor		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Susan L Ronzio *(Signature of person authorized to sign)*	03/07/11	Audrey Renee McMillan *(Signature of Contracting Officer)*	03/08/11

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

d) Extend the anticipated funded through date from March 4, 2011 to March 15, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

a) Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) hereby deleted in its entirety and the revised Table B-1 shown on the enclosed replacement B-2, is substituted in lieu thereof; Page B-2

b) Clause B.6 Contract Funding; Page B-7

3. All other terms and conditions of this contract are unchanged and remain in full force and effect.

LIST OF CHANGES:

Reason for Modification : Supplemental Agreement for work within scope
Obligated Amount for this Modification: $219,358.00
Incremental Funded Amount changed: from $28,194,790.00 to $28,414,148.00
Incrementally Funded through date changed from 03/04/2011 to 03/15/2011

ACCOUNTING AND APPROPRIATION DATA:

PR # 4200376145
Account code:
62EV02/6100.2511/62/FC000000/725932.08.01.02.01/000/2510/62/EXCX22011D/421A/2/44
Cost Center 62EV02
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $6,000.00

PR # 4200376145
Account code:
62EO02/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22011D/761A/1/43
Cost Center 62EO02
GI Account 6100.2511
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Quantity: 0 Amount: $6,000.00 PR # 4200376145 Account code: 62EO02/6100.2511/62/FC000000/439432.07.01.15.04.0/ 1/000/2510/62/EXCX22011D/761A/1/84 Cost Center 62EO02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $34,000.00 PR # 4200376145 Account code: 62EV02/6100.2511/62/FC000000/725932.08.01.02.01/00 0/2510/62/EXCX22011D/421A/2/85 Cost Center 62EV02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $8,440.00 PR # 4200376145 Account code: 62CS20/6100.2511/62/FC000000/383807.02.01.05.01/00 0/2510/62/SCEX22011D/728A/1/84 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $80,000.00 PR # 4200376145 Account code: 62CS20/6100.2511/62/FC000000/999574.02.08/000/2510 /62/CASX12011D/046A/2/85 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,000.00 PR # 4200376145 Account code: 62JP02/6100.2511/62/FC000000/604746.01.01.05.08/00 0/2510/62/EXPX22011D/234A/2/85 Cost Center 62JP02 GI Account 6100.2511 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Order FC000000 Quantity: 0 Amount: $75,000.00 PR # 4200376145 Account code: 62CS20/6100.2511/62/FC000000/153825.01.01.09/000/2 510/62/SCEX22011D/646O/1/84 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $6,000.00 PR # 4200376145 Account code: 62CS20/6100.2511/62/FC000000/869021.01.08.01.04/00 0/2510/62/CASX12011D/512F/1/84 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $918.00 FOB: Destination				

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value	CMM Values
1	Mission Services Base Year	04/01/2007 - 03/31/2008	$5,115,336	$89,518	$7,212,336	$134,277	$129,972	$4,305	$268,555	$222,165	$46,390	$7,615,168	$ 7,570,409
2	Mission Services Option Year 1	04/01/2008 - 03/31/2009	$5,190,437	$90,833	$8,335,283	$136,249	$136,249	$0	$272,498	$247,701	$24,797	$8,744,030	
		Mod 13 WD	$49,224	No Fee	$49,224	$0			$0			$49,224	$ 8,747,853
3	Mission Services Option Year 2	04/01/2009 - 03/31/2010	$5,345,214	$93,541	$6,917,964	$140,313	$138,184	$2,129	$280,624	$274,450	$6,174	$7,338,901	
		Mod 35 WD	$50,626	No Fee	$50,626	$0			$0			$50,626	$ 7,389,527
4	Mission Services Option Year 3	04/01/2010 - 03/31/2011	$5,310,231	$92,929	$7,407,231	$139,394	TBD	TBD	$278,787	TBD	TBD	$7,825,412	$ 7,825,412
											CURRENT MISSION VALUE	**$31,623,361**	**$ 31,533,201**
1a	IDIQ TO Sum Base Year	04/01/2007 - 03/31/2008	$1,179,902	$20,648	$1,538,886	$30,972	$26,505	$4,467	$61,945	$52,942	$9,003	$1,631,803	$ 2,250,000
2a	IDIQ TO Sum Option Year 1	04/01/2008 - 03/31/2009	$1,163,145	$20,355	$1,296,708	$30,533	$26,313	$4,220	$61,065	$55,508	$5,557	$1,388,306	$ 2,250,000
		Mod 54	$ 475,062	$ 8,313	$ 487,959	$ 12,470	$ 12,470	$0	$24,941	$22,671	$2,270	$ 525,370	
3a	IDIQ TO Sum Option Year 2	04/01/2009 - 03/31/2010	$1,233,263	$21,581	$1,318,109	$32,374	$32,374	$0	$64,745	$63,322	$1,423	$1,415,228	$ 4,000,000
4a	IDIQ TO Sum Option Year 3	04/01/2010 - 03/31/2011	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD		$ 3,500,000
											CURRENT IDIQ VALUE	**$4,960,707**	**$ 12,000,000**
											CURRENT MISSION & IDIQ VALUE	**$36,584,068**	**$ 43,533,201**

TABLE B-2, MISSION SERVICES - OPTION VALUES

CLIN	Description	Period Covered	Target Cost	Target Cost IF	Estimated Cost	Maximum Potential Cost IF	Cost IF Earned	Unearned Cost IF	Maximum Potential Perf IF	Perf IF Earned	Unearned Perf IF	Total Value	CMM Values
5	Mission Services Option Year 4	04/01/2011 - 03/31/2012	$5,471,980	$95,760	$7,044,730	$143,640	TBD	TBD	$287,279	TBD	TBD	$7,475,649	$ 7,427,769
5a	IDIQ TO Sum Option Year 4	04/01/2011 - 03/31/2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	$ 4,000,000
											TOTAL POTENTIAL OPTION VALUE MISSION & IDIQ	**$7,475,649**	**$ 11,427,769**
											TOTAL CURRENT & POTENTIAL VALUE MISSION & IDIQ	**$44,059,717**	**$ 54,960,970**

(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 **$26,841,274.** 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 – March 15, 2011.**

(b) The amount of **$1,572,873** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$26,636,267	$205,007	$26,841,274
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$392,329	$3,588	$395,917
Provisional Performance Incentive Fee	$1,166,193	$10,763	$1,176,956
Total Sum Allotted	$28,168,290	$219,358	$28,387,648

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000055	See Block 16C	4200378515	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
See Schedule

Net Increase: $111,371.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Contract Clause B.6 Contract Funding (NFS 1852.232-81)(June 1990)

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.)*

1. The purposes of this modification are to:

a) Provide incremental funding in the amount of $111,371, thereby increasing the total funding allotted to this contract from $28,414,148 to $28,525,519; and

b) Extend the anticipated funded through date from March 15, 2011 to March 31, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

a) Clause B.6 Contract Funding; Page B-7

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)*	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

3. All other terms and conditions of this contract are unchanged and remain in full force and effect.

LIST OF CHANGES:

Reason for Modification : Funding Only Action
Obligated Amount for this Modification: $111,371.00
Incremental Funded Amount changed: from $28,414,148.00 to $28,525,519.00
Incrementally Funded through date changed from 03/15/2011 to 03/31/2011

ACCOUNTING AND APPROPRIATION DATA:

PR # 4200378515
Account code:
62CS01/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/1/43
Cost Center 62CS01
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $21,658.00

PR # 4200378515
Account code:
62CS10/6100.2511/62/FC000000/736466.01.08.08.04/000/2510/62/CASX12011D/361N/2/44
Cost Center 62CS10
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $14,321.00

PR # 4200378515
Account code:
62CS10/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/3/45
Cost Center 62CS10
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $14,321.00

PR # 4200378515
Account code:
Continued ...

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62CS20/6100.2511/62/FC000000/736466.01.04.08.02/000/2510/62/CASX12011D/361N/4/46 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $27,487.00 PR # 4200378515 Account code: 62CS30/6100.2511/62/FC000000/736466.01.08.08.05/000/2510/62/CASX12011D/361N/5/47 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $3,570.00 PR # 4200378515 Account code: 62CS30/6100.2511/62/FC000000/736466.01.04.08.01/000/2510/62/CASX12011D/361N/6/48 Cost Center 62CS30 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $30,014.00 FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000056	See Block 16C	4200378853	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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: $163,899.00
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Contract Clause B.6 Contract Funding (NFS 1852.232-81)(June 1990)

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.)*

1. The purposes of this modification are to:

a) Provide incremental funding in the amount of $163,899, thereby increasing the total funding allotted to this contract from $28,525,519 to $28,689,418 and

b) Extend the anticipated funded through date to March 31, 2011.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

a) Clause B.6 Contract Funding; Page B-7

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)*	
		Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 3-18-2011

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

3. All other terms and conditions of this contract are unchanged and remain in full force and effect.

LIST OF CHANGES:

Reason for Modification : Funding Only Action
New Total Amount for this Award: $54,960,970.00
Obligated Amount for this Modification: $163,899.00
Incremental Funded Amount changed: from $28,525,519.00 to $28,689,418.00

ACCOUNTING AND APPROPRIATION DATA:

PR # 4200378853
Account code:
62VP01/6100.2511/62/FC000000/397424.07.02.02.03/000/2510/62/SCEX22011D/814L/1/43
Cost Center 62VP01
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $18,500.00

PR # 4200378853
Account code:
62VP01/6100.2511/62/FC000000/937818.01.04.05/000/2510/62/SCEX22011D/242A/2/44
Cost Center 62VP01
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $9,000.00

PR # 4200378853
Account code:
62VP01/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22011D/196V/3/45
Cost Center 62VP01
GI Account 6100.2511
Order FC000000
Quantity: 0
Amount: $10,000.00

PR # 4200378853
Account code:
62EO03/6100.2511/62/FC000000/769347.05.08.07.01.0/
Continued ...

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1/000/2510/62/EXCX22011D/733B/4/46 Cost Center 62EO03 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $20,000.00 PR # 4200378853 Account code: 62VP01/6100.2511/62/FC000000/397424.07.02.03.09/00 0/2510/62/SCEX22011D/814L/1/84 Cost Center 62VP01 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $30,000.00 PR # 4200378853 Account code: 62CS20/6100.2511/62/FC000000/750271.04.08.75/000/2 510/62/EXCX22011D/734A/1/164 Cost Center 62CS20 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $6,000.00 PR # 4200378853 Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.04/00 0/2510/62/EXCX22010D/538A/1/125 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $994.00 PR # 4200378853 Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.04/00 0/2510/62/EXCX22011D/538A/2/126 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $11,005.00 PR # 4200378853 Account code: 62MP02/6100.2511/62/FC000000/522094.08.01.01.03.0/ Continued ...				

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2/000/2510/62/EXCX22011D/538A/3/127 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $26,200.00 PR # 4200378853 Account code: 62MP02/6100.2511/62/FC000000/197009.10.01.01.10/00 0/2510/62/EXCX22011D/538A/4/128 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $26,200.00 PR # 4200378853 Account code: 62MP02/6100.2511/62/FC000000/411011.01.01.01.04/00 0/2510/62/EXCX22011D/538A/1/84 Cost Center 62MP02 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: $6,000.00 FOB: Destination				

(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 **$27,098,536.** 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 – March 31, 2011.**

(b) The amount of **$1,590,881** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$26,945,359	$153,177	$27,098,536
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$397,739	$2,681	$400,420
Provisional Performance Incentive Fee	$1,182,420	$8,042	$1,190,462
Total Sum Allotted	$28,525,519	$163,899	$28,689,417

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000058	03/31/2011	See Schedule	

6. ISSUED BY CODE MSFC

NASA/Marshall Space Flight Center
Procurement Office
Marshall Space Flight Center AL 35812

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

Audrey McMillan
Procurement Office/PS33
NASA/Marshall Space Flight Center
Phone: 256-961-1339
Email: audrey.r.mcmillan@nasa.gov
Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WJ SCHAFER ASSOCIATES
Attn: Ann Mix
7057 Old Madison Pike
Suite 200
Huntsville AL 35806

CODE 8F406 FACILITY CODE

(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

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)*
See Schedule

Net Increase: $148,255.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Contract Clause B.6 Contract Funding (NFS 1852.232-81) (JUNE 1990)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 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(s) of this modification is to:

a) Provide incremental funding in the amount of $148,255.00, thereby increasing the total funding allotted to this contract from $28,766,818.00 to $28,915,073.00 and

b) Extend the anticipated funded through date to April 14, 2011.

2) The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Clause B.6 Contract Funding
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)*	
		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Sherry K Fenn *(Signature of Contracting Officer)*	3/31/11

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

3) Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.

LIST OF CHANGES:
Reason for Modification : Funding Only Action
Total Amount for this Modification: $0.00
New Total Amount for this Version: $7,427,769.00
New Total Amount for this Award: $54,960,970.00
Obligated Amount for this Modification: $148,255.00
New Total Obligated Amount for this Award: $28,915,073.00
Incremental Funded Amount changed: from $28,766,818.00 to $28,915,073.00
Incrementally Funded through date changed from 04/04/2011 to 04/14/2011

PR 4200381938
62MP31/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/2/3
Cost Center 62MP31
GI Account 6100.2511
Order FC000000
Amount: $7,982.00

PR 4200381938
62CS20/6100.2511/62/FC000000/439432.07.01.15.04.0/1/000/2510/62/EXCX22011D/761A/1/2
Cost Center 62CS20
GI Account 6100.2511
Order FC000000
Amount: $10,000.00

PR 4200383130
62CS20/6100.2511/62/FC000000/309574.01.02.08/000/2510/62/AERX22011D/469A/1/2
Cost Center 62CS20
GI Account 6100.2511
Order FC000000
Amount: $30,000.00

PR 4200383130
62CS10/6100.2511/62/FC000000/129985.01.08.08/000/2
Continued ...

NAME OF OFFEROR OR CONTRACTOR
WJ SCHAFER ASSOCIATES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	510/62/CASX12011R/CMO/2/3 Cost Center 62CS10 GI Account 6100.2511 Order FC000000 Amount: $99,000.00 PR 4200383130 62HS30/6100.2511/62/FC000000/424606.01.17.07.01/00 0/2510/62/EXCX22011D/733B/1/2 Cost Center 62HS30 GI Account 6100.2511 Order FC000000 Amount: $1,273.00 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

(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 **$27,309,429.** 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 – April 14, 2011.**

(b) The amount of **$1,605,644** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	$27,170,872	$138,556	$27,309,429
IDIQ Estimated Cost	$0		$0
Provisional Cost Incentive Fee	$401,686	$7,274	$408,960
Provisional Performance Incentive Fee	$1,194,260	$2,425	$1,196,684
Total Sum Allotted	$28,766,818	$148,255	$28,915,073