

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFOPRO CORP 202 EXCHANGE PL NW HUNTSVILLE AL 35806-2300		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE OAF12	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA20C	10B. DATED (SEE ITEM 13) 02/12/2008

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: \$1,561,749.00

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: Bilateral Modification and FAR 42.103(a) (3) Mutual Agreement
	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.)
The Negotiated Estimated Cost remains unchanged at (b)(4). The Provisional Estimated Cost was provisionally increased by (b)(4). The Award Fee Earned remains unchanged at \$0. The Potential Award Fee remains unchanged at (b)(4). The Total Fee remains unchanged at \$(b)(4). The Contract Value was increased by \$6,328,515 from \$13,210,455 to \$19,538,970. Total Funding Allotted was increased by \$1,561,749 from \$17,315,549 to \$18,877,298.

See Page 2 for further description of modification.
Delivery Location Code: MSFC
NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812
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) <i>William R. Longshore, COO</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim E Whitson
15B. CONTRACTOR/OFFEROR <i>William R. Longshore</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12-03-2008
16B. UNITED STATES OF AMERICA <i>Kim E Whitson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/5/08

A. The purpose of Modification No. 19 is to:

1. Update Clause B.1, Estimated Cost and Award Fee, to provisionally increase the estimated cost of the contract pending definitization of an overrun/cost growth.
 - ❖ Table B-1, ESTIMATED COST AND AWARD FEE, shown in Mod 18 is hereby deleted in its entirety and the revised Table B-1, shown on the enclosed replacement page B.2 (Mod 19), is substituted in lieu thereof.
2. Incrementally fund the contract in the amount of \$1,611,749 through February 28, 2009.
 - ❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$1,611,749 from \$17,315,549 to \$18,927,298. Clause B.5 shown in Mod 16 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 19), is substituted in lieu thereof.
3. Update Clause H.10, "Key Personnel and Facilities," to reflect the approved changes in Key Personnel
 - ❖ Clause H.10, KEY PERSONNEL AND FACILITIES, shown in the Basic contract is hereby revised to include the names of approved Key Personnel changes, shown on the enclosed replacement page H-9 (Mod 19), is substituted in lieu thereof.

B. A recapitulation of the contract value and funding is as follows:

	Negotiated Estimated Cost (a)	Provisional Estimated Cost	Award Fee Earned (b)	Potential Award Fee (c)	Total Fee (b+c)	Contract Value (a+b+c)	Total Funding Allotted
Previous	(b)(4)						
This Mod							
Revised Total							

C. Purchase Request No./Accounting & Appropriation Data:

PR	WBS ELEMENT	COST CENTER	FUND	AMOUNT
4200271293	359257.01.05.01	62ET20	CASX22009D	\$82,222
	359257.01.02.01	62ET20	CASX22009D	\$33,000
4200272160	736466.11.01.08.40	62EM10	CASX22009D	\$150,000
	892182.01.08.0883.01	62EM50	EXCX22008R	\$7,843
4200272931	522632.08.01.01	62ET10	EXCX22009D	\$125,000
	814060.08.13	62ET01	EXCX22009D	\$125,000
	401769.06.01.01.05	62ET10	EXCX22009D	\$100,000
4200273404	522632.08.01.01	62ET40	EXCX22009D	\$20,000
	520871.08.01.01.02	62ET40	EXCX22008D	\$32,000
	136905.10.10.50	62ET40	EXPX22009D	\$50,000

4200273589	795369.04.02.08	62ES43	ESAX22008D	\$2,859
	136905.08.04.02.08.0	62ES43	ESAX22008D	\$6,600
	892182.01.08.0865.01	62ES23	EXCX22008R	\$43,253
	136905.08.05.04.03.0	62ES23	EXPX22009D	\$1,452
	136905.08.05.10.03.0	62ES23	EXPX22009D	\$21,663
	136905.08.05.10.03.0	62ES23	EXPX22009D	\$16,572
	136905.08.05.10.03.0	62ET10	EXPX22009D	\$1,520
	136905.08.05.12.02.0	62EV35	EXPX22009D	\$241,811
	136905.08.05.12.02.0	62EM30	EXPX22009D	\$15,679
	136905.08.05.12.02.0	62EM20	EXPX22009D	\$1,360
	136905.08.05.12.02.0	62EM30	EXPX22009D	\$8,452
	136905.08.05.12.02.0	62ES23	EXPX22009D	\$56,062
	136905.08.05.12.03.0	62ES23	EXPX22009D	\$1,272
	136905.08.05.12.04.0	62ES23	EXPX22009D	\$17,953
	136905.08.05.12.06.0	62EM10	EXPX22009D	\$2,320
	136905.08.05.12.07.0	62EM40	EXPX22009D	\$13,180
	136905.08.05.13.02.0	62JP30	EXPX22009D	\$115,075
	136905.08.04.02.08.0	62ER42	EXPX22009D	\$19,784
	253225.04.03.02.02	62ER32	EXPX22009D	\$10,563
	136905.02.06.08.05	62ES42	EXPX22009D	\$6,750
	401769.06.03.03.02.0	62ES22	EXCX22008D	\$1,189
	825855.01.01.08	62VP33	ESAX22008D	\$2,145
	825855.01.01.08	62VP33	EXPX22009D	\$440
	136905.08.01.03	62ES43	EXPX22009D	\$1,020
	136905.10.10.50	62JP60	EXPX22009D	\$2,710
4200274069	814060.08.13	62ET01	EXCX22009D	\$125,000
	401769.06.01.01.05	62ET10	EXCX22009D	\$100,000
			TOTAL	\$1,561,749

D. The following pages/sections are deleted in their entirety and the attached revised pages/sections are substituted in lieu thereof:

	Pages Deleted	Sections Added/Revised
Section B	B-2 (Mod 17)	B-2 (Mod 19)
	B-4 (Mod 16)	B-4 (Mod 19)
Section H	H-9 (Basic)	H-9 (Mod 19)

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

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

CLIN	PERIOD COVERED	MISSION SERVICES (BY)			IDIQ SUMMATION OF TASK ORDERS (BY)			TOTAL				
		ESTIMATED COST	PROVISIONAL ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	PROVISIONAL ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL PROVISIONAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE
1	BASE YEAR											
	Fee Period 1*	(b)(4)										
	Fee Period 2*	(b)(4)										
	Total Base	(b)(4)										

* 6-month evaluation periods

(a) 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	PERIOD COVERED	MISSION SERVICES (BY)		IDIQ SUMMATION OF TASK ORDERS (BY)		TOTAL				
		ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE	
2	OPTION YEAR 1									
	Fee Period 3*	(b)(4)								
	Fee Period 4*	(b)(4)								
3	OPTION YEAR 2									
	Fee Period 5*	(b)(4)								
	Fee Period 6*	(b)(4)								
4	OPTION YEAR 3									
	Fee Period 7*	(b)(4)								
	Fee Period 8*	(b)(4)								
5	OPTION YEAR 4									
	Fee Period 9*	(b)(4)								
	Fee Period 10*	(b)(4)								

* 6-month evaluation periods

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in Clause B.2, Estimated Cost and Award Fee. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. Provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 70 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.
(End of Clause)

B.5 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ 18,414,372. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: February 28, 2009.

(b) An additional amount of \$ 462,926 is obligated under this contract for payment of fee.

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	(b)(4)		
Total Sum Allotted:	(b)(4)		

(End of Clause)

(End of Clause)

H.11 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.12 MSFC 52.223-90 ASBESTOS MATERIAL (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, 4612, 4619, 4620, 4623, 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 Medicine and Environmental Health Services, for guidance.