

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 000050		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 1 3
5. 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) Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1538 Fax: (256) 544-5028	CODE MSFC

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) INFOPRO CORPORATION Attn: Larry Stanley 6705 ODYSSEY DR HUNTSVILLE AL 35806-2300		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE CAFL2			9B. DATED (SEE ITEM 11)
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

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 Mod: FAR 42.103(a) Mutual Agreement & FAR 52.216-18 Ordering
	D. OTHER (Specify type of modification and authority)

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):
The Negotiated Estimated Cost increases by (b)(4)
(b)(4)
The Provisional Estimated Cost remains unchanged at (b)(4)
The Award Fee Earned remains unchanged at \$1,262,715.
The Potential Award Fee increases by (b)(4)
The Total Fee increases by (b)(4)
The Contract Value increases by \$10,816,459 from \$62,226,426 to \$73,042,885.
Total Funding Allotted remains unchanged at \$52,690,664.

See Page 2 for further description of modification.
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) CARY A. HILTON General Manager METIS	15C. DATE SIGNED 3/3/2010	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A Iesco	16C. DATE SIGNED 3/4/2010
15B. CONTRACTOR/OFFEROR <i>Cary A. Hilton</i> Signature of person authorized to sign		16B. UNITED STATES OF AMERICA <i>David A. Iesco</i> Signature of Contracting Officer	

A. The purpose of Modification No. 50 is to:

1. Update Table B-1, "Estimated Cost and Award Fee," to incorporate the following Option 2 Task Order Plans issued for IDIQ services:

3.1-2010-005	3.14-2010-007	3.14-2010-012	3.14-2010-013	3.16-2010-009
3.17-2010-010	3.3-2010-004	3.3-2010-006	3.4-2010-001	3.4-2010-002
3.4-2010-003	3.5-2010-011	3.6-2010-008		

2. Revise MSFC Clause 52.222-90, "Premiums for Scheduled Overtime," to increase the overtime premium approved by the COTR and CO for the incorporation of the IDIQ Task Orders. The authorized amount of overtime for Option 2 is hereby increased in the amount of (b)(4)
3. Revise Clause H.10, "Key Personnel and Facilities," to reflect the approved changes in the following Key Personnel: Replace (b)(4)
4. Update Section J, Attachment J-7, "Task Order by Reference," to include all approved Task Order Plans

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

	Negotiated Estimated Cost (a)	Provisional Estimated Cost (b)	Award Fee Earned (c)	Potential Award Fee (d)	Total Fee (c+d)	Contract Value (a+b+c+d)	Total* Funding Allotted
Previous	(b)(4)	(b)(4)	\$1,262,715	(b)(4)		\$62,226,426	\$52,690,664
This Mod			\$0			\$10,816,459	\$0
Revised Total			\$1,262,715			\$73,042,885	\$52,690,664

*Adjusted

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

N/A

- 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 49)	B-2 (Mod 50)
	B-5 (Mod 32)	B-5 (Mod 50)
Section H	H-9 (Mod 29)	H-9 (Mod 50)
Attachment J-7	N/A	J-7-3 (Mod 50)

- E. Revisions described above are indicated by a vertical line in the right margin of the enclosed replacement pages.

F. Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract
Change Identification

Contractor
Proposal Number

Modification 50

IPC TOP Number	Submission Date
3.1-2010-005	1/25/2010
3.14-2010-007	1/15/2010
3.14-2010-012	2/18/2010
3.14-2010-013	2/10/2010
3.16-2010-009	2/9/2010
3.17-2010-010	1/15/2010
3.3-2010-004	2/3/2010
3.3-2010-006	1/25/2010
3.4-2010-001	2/24/2010
3.4-2010-002	1/19/2010
3.4-2010-003	2/9/2010
3.5-2010-011	1/25/2010
3.6-2010-008	2/3/2010

G. 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		IDIQ TASK ORDERS		TOTAL													
		ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	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	(b)(4)																	
	Fee Period 1*																	\$321,839	\$8,439,158
	Fee Period 2*																	\$445,609	\$12,597,505
	Total Base																	\$767,448	\$21,036,663
2	OPTION YEAR 1	(b)(4)																	
	Fee Period 3*																	\$495,267	\$14,215,181
	Fee Period 4*																	TBD	\$19,024,977
	Total Option 1																	\$495,267	\$33,240,158
3	OPTION YEAR 2	(b)(4)																	
	Fee Period 5*																	\$0	\$9,758,353
	Fee Period 6*																	\$0	\$9,007,711
	Total Option 2																	\$0	\$18,766,064
Overall Contract									\$1,262,715	\$73,042,885									

* 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

	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 MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE									
4	OPTION YEAR 3	(b)(4)																	
	Fee Period 7*																	TBD	\$4,105,564.50
	Fee Period 8*																	TBD	\$4,105,564.50
5	OPTION YEAR 4	(b)(4)																	
	Fee Period 9*																	TBD	\$4,174,475.00
	Fee Period 10*																	TBD	\$4,174,475.00

* 6-month evaluation periods

B.6 MSFC 52.222-90 PREMIUMS FOR SCHEDULED OVERTIME (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period:

	Amount	Period
(b)(4)		Base Period
		Option 1
		Option 2
		Option 3
		Option 4

Note 1 - Overtime premium is defined herein as any payment (for both exempt and non-exempt employees) for time worked exceeding forty hours per week (alternate work schedules will be considered by NASA on a WBS basis). A work week of forty-one hours includes one hour of overtime premium, whether the employee was paid at time-and-a-half, straight time, compensatory time, or as an offset of an earlier thirty-nine hour work week (unless an alternate work schedule has been approved by NASA).

Note 2 - All overtime shall be coordinated with, and concurred in, by the COTR prior to work commencing.

(End of Clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G&A) Rate Ceiling (applicable to Mission and IDIQ portions):

InfoPro Corporation	(b)(4)	Period
(b)(4)		Base Period
		Option 1
		Option 2
		Option 3
		Option 4

(b) It is mutually agreed that when indirect cost rate ceilings are specified, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

(b)(4)

(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.

