

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)

000008

See Block 16C

See Schedule

6 ISSUED BY

CODE

MSFC

7. ADMINISTERED BY (if other than Item 6)

CODE

MSFC

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

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

8. NAME AND ADDRESS OF CONTRACTOR (NAZ, street, county, State and ZIP Code)

INFOPRO CORP  
202 EXCHANGE PL NW  
HONTSVILLE AL 35806-2300

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNM08AA20C

10B. DATED (SEE ITEM 13)

02/12/2008

CODE 0AFL2

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:

\$1,887,995.00

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 Bilateral mod., FAR 43.103 (a) (3), Mutual Agreement and 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.)

Delivery Location Code: MSFC  
NASA/Marshall Space Flight Center  
Marshall Space Flight Center AL 35812

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 B. Langshoff, Sr VP/COO

Kim S Carson

15B. CONTRACTOR/ORDER

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

*(Signature of person authorized to sign)*

24 JUN 08

*(Signature of Contracting Officer)*

June 24, 2008

A. The purpose of Modification No. 8 is to:

1. Incrementally fund the contract in the amount of \$1,887,995 through October 12, 2008

- ❖ Clause B.5, **CONTRACT FUNDING**, funding is hereby increased in the amount of \$1,887,995 from \$6,122,934 to \$8,010,929. Clause B.5 shown in Mod 4 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 8), is substituted in lieu thereof.

2. Revise Section J, Attachment J-16, "Performance Work Statement"

- ❖ Attachment J-1, **PERFORMANCE WORK STATEMENT**, pages J-1-18 through J-1-19, shown in the Basic contract is hereby deleted in its entirety and the revised Attachment J-1, is shown on the enclosed replacement pages J-1-18 through J-1-19 (Mod 8) is substituted in lieu thereof.

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

	<u>Total Contract Value</u>	<u>Allotted</u>
Previous	\$11,693,615	\$6,122,934
This Modification	<u>-0-</u>	<u>1,887,995</u>
New Total	\$11,693,615	\$8,010,929

C. Purchase Request No./Accounting & Appropriation Data

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
4200251341	463169.04.12.03	62EV35	ESAX22008D	\$50,000
4200253315	136905.10.30.20.24	62ET40	ESAX22008D	\$10,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$60,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$60,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$50,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$50,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$96,354
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$50,561
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$66,057
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$32,028
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$15,000
4200253679	136905.10.30.20.24	62ET40	ESAX22008D	\$100,000
4200253690	526282.01.08.19	62ES23	ESAX22008D	\$9,679
	526282.01.08.19	62ES43	ESAX22008D	\$80,384
4200253909	140765.04.01.02.08	62EM10	ESAX22007D	\$10,000
	524238.08.01.01.03	62EM10	EXCX22008D	\$44,580
	092837.04.01.01.01.0	62EM50	ESAX22008D	\$50,000
	401769.06.08.02.04.0	62EM10	EXCX22008D	\$6,500

	520871.08.01.01.02	62EM50	EXCX22008D	\$4,000
	522094.08.01.01.03.0	62EM50	EXCX22008D	\$9,000
	522632.08.01.01	62EM50	EXCX22008D	\$8,000
	524238.08.01.01.03	62EM50	EXCX22008D	\$13,000
	401769.06.03.03.02.0	62EM10	EXCX22008D	\$4,260
	136905.08.05.12.07.0	62EM10	ESAX22008D	\$27,000
	197009.10.01.01.17	62EM10	EXCX22008D	\$7,000
4200253937	522632.08.01.01	62ET30	EXCX22008D	\$2,894
	411011.01.01.01.01	62ET30	EXCX22008D	\$18,987
	136905.10.30.20.24	62ET40	ESAX22008D	\$10,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$40,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$25,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$15,000
4200254191	939904.11.08	62ES43	EXCX22008D	\$20,310
4200256975	136905.10.30.20.24	62ET40	ESAX22008D	\$10,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$60,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$60,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$50,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$50,000
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$96,354
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$50,561
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$66,057
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$32,028
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$15,000
4200257403	892182.01.08.0851.01	62ET20	EXCX22008D	\$112,401
			TOTAL	\$1,887,995

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-5 (Mod 4)	B-5 (Mod 8)
Attachment J-1	J-1-18 thru J-1-19 (Basic)	J-1-18 thru J-1-19 (Mod 8)

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

**Contract NNM08AA20C**

(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 \$ 7,709,298. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: October 12, 2008.

(b) An additional amount of \$ 301,631 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:			
Earned Award Fee:			
Total Sum Allotted:			

(End of Clause)

**Contract NNM08AA20C**

- c) The Contractor's quality department shall be the primary interface with the Government quality assurance organization. The Government quality engineering organization shall provide project level quality inspection and test requirements prior to fabrication and assembly of quality sensitive hardware. The Government quality assurance organization will perform mandatory inspection points (MIPs) as specified by the Government quality engineering organization on quality sensitive Products.
- d) For all shop operations of quality sensitive products, certification/qualification shall be required for all personnel controlling special processes and performing fabrication and inspection operations of a specialized nature. The Government will provide the requirements for applicable certifications.
- e) The Contractor shall request, through the Technical Monitor, Government support for x-ray nondestructive evaluation (NDE) inspections when specialized inspection equipment already exists within other Government organizations.

All NDE inspections performed by NASA shall be verified by the NASA MSFC quality assurance organization or other work request designated personnel prior to return of the articles and materials for further processing by the Contractor.

The Contractor, when requested by the COTR, shall provide ultrasonic, magnaflux and dye penetrant for non-destructive evaluation (NDE) inspections.

- f) The Contractor shall support a Functional Configuration/Physical Configuration Audit Documentation process. This process is known as FCA & PCA respectively and shall be governed by DRD 1163CM-002, Functional Configuration/Physical Configuration Audit Documentation.

The Contractor shall classify nonconformities for quality sensitive products as either "Minor" or "Major." Minor nonconformities shall be defined as a nonconformance that involves a single occurrence in failing to meet a requirement that does not affect a safety related characteristic or for equipment/tooling failure. Major nonconformities will consist of all other nonconformities, including nonconformities as a result of a trend analysis. A correction action process shall be required for all major nonconformities that shall be verified as effective in preventing the nonconformity from reoccurring. The Contractor shall document all product and Quality Management System (QMS) nonconformities in Contractor's QMS.

Discrepancies for quality sensitive products that are for "Rework" shall be documented as a SQUAWK in the Visual Quality (VQ) database. All other quality sensitive product nonconformities shall be documented in the nonconformance module of the VQ database.

For non-quality sensitive products, non-conformances shall be documented within VISUAL Manufacturing™.

All dispositions except "rework" shall be approved by NASA by submittal of a Deviation Approval Request (DAR), MSFC-FORM-847 and instructions; or through a Material Review Board (MRB) process on the Contractors discrepancy record, as specified by MPR 8730.3 and by the designated project level representative.

## Contract NNM08AA20C

The Contractor shall be responsible, when applicable, for material certification of all materials used to fabricate quality sensitive hardware and other hardware when specified on the Customer Order. This shall include, but not be limited to, requests for Government certification, certification from commercial sources, or spectrographic analysis using Government-furnished equipment (GFE). The Contractor shall verify raw material test reports for both chemical composition and tensile strength in conjunction with SAE AS9100, paragraph section 7.4.3 and/or as requested by the NASA quality assurance organization through the COTR. The current raw material testing verification process shall be approved by NASA. When requested, material certification records shall be part of the acceptance data package maintained in the Contractor's record center. The Contractor shall investigate MSFC or vendor Alerts on materials and hardware when requested by the COTR.

The Contractor shall maintain an optical alignment, weight, and center of gravity capability.

The Contractor's subcontracts shall comply with the applicable portions of the Contractor's approved internal ANSI/ISO/ASQC Q9001:1994 or Q9001:2000 requirements. The Contractor shall utilize the MSFC Audited Vendor List (AVL).

- 1) All subcontracts let for quality sensitive products shall utilize the MSFC supplier listings as identified for use in MWI 5330.1, section 6.2 and the links herein:

AVL: Audited Vendor List

LVL: Limited Vendor List

PSAL: Project Specific Approved Supplier List

AVL: [https://msfcsma3.msfc.nasa.gov/dbwebs/apps/lvl/default\\_avl.asp](https://msfcsma3.msfc.nasa.gov/dbwebs/apps/lvl/default_avl.asp)

LVL: <https://msfcsma3.msfc.nasa.gov/dbwebs/apps/lvl/default.asp>

PSASL: [https://msfcsma3.msfc.nasa.gov/dbwebs/apps/lvl/default\\_psasl.asp](https://msfcsma3.msfc.nasa.gov/dbwebs/apps/lvl/default_psasl.asp)

- 2) All non-quality sensitive products subcontracted proposed suppliers that are not on the above referenced supplier lists (AVL, LVL, PSAL) shall be evaluated for their ability to meet purchase requirements by the Contractor. If NASA product requester specifies a vendor, the Contractor shall evaluate specified vendor based on information provided by the requestor. If Contractor feels that the submitted supplier cannot meet the requirements of the purchase order, coordination for resolution shall be requested through the designated project level representative.

2.4.11 Planning and Control - The Contractor shall plan, schedule, track, and status manufacturing tasks through the fabrication shops.

The Contractor shall perform manufacturing planning to accomplish the requirements of the Customer Orders. The Contractor's planning department shall coordinate problems through the Technical Monitor and ensure "as-built" configuration agrees with the "as-designed" configuration. In addition, the Contractor's planning department shall be the primary interface between the Technical Monitor and the Contractor's other organizational departments for information, status, schedules, and estimates relative to the Customer Orders.