

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000021	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 0AFL2	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: \$544,688.42

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; FAR 42.103(a) Mutual Agreement and FAR 52.232-22 Limitation of Funds
	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 increased by (b)(4). The Provisional Estimated Cost remains unchanged at (b)(4). The Award Fee Earned for Fee Period 1 remains unchanged. The Potential Award Fee increased by (b)(4). (b)(4). The Total Fee increased by (b)(4). The Contract Value increased by \$32,202 from \$19,484,499 to \$19,516,701. Total Funding Allotted increased by \$544,688 from \$18,877,298 to \$19,421,986.

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) William R. Longshore, COO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim S Carson
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 30 Dec 2008
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED DEC 31 2008

A. The purpose of Modification No. 21 is to:

1. Update Table B-1, "Estimated Cost and Award Fee," to incorporate newly approved Task Order Plan 3.17-2008-015 issued for IDIQ services
 - ❖ Table B-1, Estimated Cost and Award Fee, shown in Mod 20 is hereby deleted in its entirety and the revised Table B-1, shown on the enclosed replacement page B-2 (Mod 21), is substituted in lieu thereof.
2. Incrementally fund the contract in the amount of \$544,688 through February 28, 2009.
 - ❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$544,688 from \$18,877,298 to \$19,421,986. Clause B.5 shown in Mod 20 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 21), is substituted in lieu thereof.
3. Revise MSFC Clause 52.222-90, "Premiums for Scheduled Overtime," to reflect the overtime premium approved by the COTR and CO for the incorporation of the IDIQs
 - ❖ Clause B.6, PREMIUMS FOR SCHEDULED OVERTIME, the authorized amount of overtime is hereby increased in the amount of (b)(4). Clause B.6 shown in Mod 18 is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-5 (Mod 21), is substituted in lieu thereof.
4. Update Section J, Attachment J-7, "Task Order by Reference," to include all approved Task Order Plans
 - ❖ Attachment J-7, TASK ORDER BY REFERENCE, shown in Mod 18 is hereby deleted in its entirety and the revised Attachment J-7, shown on the enclosed replacement page J-7-1 (Mod 21), is substituted in lieu thereof.

B. A recapitulation of the contract value 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
4200277458	604746.01.01.01.22.0	62ET30	ESAX22008D	\$171,284
4200277466	136905.10.10.50	62ET40	EXPX22009D	\$78,557
	136905.01.07.01	62ET40	ESAX22008D	\$13,863
	136905.10.30.20.10	62ET40	EXPX22009D	\$201,000
4200277297	092837.04.01.01.01.0	62EM50	ESAX22008D	\$8,338

	411672.06.05.01	62EM50	ESAX22008D	\$22,824
	520871.08.01.01.02	62EM03	EXCX22009D	\$11,000
	522094.08.01.01.03.0	62EM03	EXCX22009D	\$11,000
	411672.06.04.01	62EM10	ESAX22008D	\$2,054
4200278735	136905.01.07.01	62ET40	ESAX22008D	\$9,867
	604746.01.01.01.22.0	62ET30	ESAX22008D	\$7,980
	136905.02.04.08.13	62ET10	ESAX22008D	\$3,696
	136905.08.04.02.08.0	62ET10	ESAX22008D	\$11
	136905.08.04.02.08.0	62ET10	ESAX22008D	\$105
	136905.08.04.02.08.0	62ET20	ESAX22008D	\$310
	136905.02.04.08.13	62ET20	ESAX22008D	\$152
	136905.08.05.10.03.0	62ET10	ESAX22008D	\$259
	526282.01.08.16	62ET10	ESAX22008D	\$28
	136905.08.05.10.03.0	62ET10	ESAX22008D	\$43
	197009.10.02.01.02	62ET50	EXCX22008D	\$1,389
	136905.08.05.10.03.0	62ET30	ESAX22008D	\$928
			TOTAL	\$544,688

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

	<u>Pages Deleted</u>	<u>Sections Added/Revised</u>
Section B	B-2 (Mod 20)	B-2 (Mod 21)
	B-4 (Mod 20)	B-4 (Mod 21)
	B-5 (Mod 18)	B-5 (Mod 21)
Attachment J-7	J-7-1(Mod 18)	J-7-1(Mod 21)

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 \$ 18,917,228. 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 \$ 504,758 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)

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	ERC Incorporated	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)

ATTACHMENT J-7

TASK ORDERS BY REFERENCE

Task Order No.	Revision	Initiating Org	Description	Period of Performance	Estimated Cost	Maximum Potential Award Fee	Total Value
3.1-2008-007	0	EM10	MCRF Support	3/1/2008 - 2/28/2009	(b)(4)		
3.3-2008-006	0	ET30	Structural Test Support	3/1/2008 - 2/28/2009			
3.3-2008-008	0	ET40	Structural Dynamics Test Facility	6/1/2008 - 2/28/2009			
3.4-2008-001	1	ES23	Mechanical Fabrication Support	3/1/2008 - 2/28/2009			
3.4-2008-002	0	ES23	CLV-US Support	3/1/2008 - 2/28/2009			
3.4-2008-003	1	ES23	Test Equipment & FSW Support	3/1/2008 - 2/28/2009			
3.4-2008-004	1	ES23	ECLSS Support	3/1/2008 - 2/28/2009			
3.4-2008-005	1	ES23	CBMDA Support	11/1/2008 - 2/28/2009			
3.14-2008-009	0	VP63	XRCF Support	4/1/2008 - 2/28/2009			
3.4-2008-010	0	ES23	Fabrication Machining Support	6/23/2008 - 2/28/2009			
3.4-2008-011	0	ES23	4705 Bldg Prep	7/7/2008 - 2/28/2009			
3.4-2008-012	0	ES23	Machine-Weld-Apprentice Support	8/25/2008 - 2/28/2009			
3.6-2008-013	0	ES01	Instrumentation Calibration	11/1/2008 - 2/28/2009			
3.16-2008-014	0	ET02	Valve & Component Refurbishment	11/1/2008 - 2/28/2009			
3.4-2008-016	0	ES23	ECLSS Precision Clean, Inspection, & MTO Support	11/24/2008 - 2/28/2009			
3.4-2008-017	0	ES23	ECLSS Production Control & Material Expediting	12/1/2008 - 2/28/2009			
3.17-2008-015	0	ES61	Mechanical Leak Test Technician	1/5/2009 - 2/28/2009			