

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2 AMENDMENT/MODIFICATION NO 000045		3. EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO See Schedule	1 CONTRACT ID CODE	PAGE OF PAGES 1   5
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) Kathy Christy Email: kathy.c.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

9A. AMENDMENT OF SOLICITATION NO.	(X)
9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA20C	X
10B. DATED (SEE ITEM 13) 02/12/2008	

CODE OAF12	FACILITY CODE
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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: \$1,554,178.25

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 52.246-2 Changes - Cost Reimbursement (Alt. 1 & 2)
	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)  
 The Negotiated Estimated Cost remains unchanged at (b)(4). The Provisional Estimated Cost increases by (b)(4). The Award Fee Earned remains unchanged at \$1,262,714. The Potential Award Fee remains unchanged at (b)(4). The Total Fee remains unchanged at (b)(4). The Contract Value increases by (b)(4) to (b)(4). Total Funding Allotted increases by \$1,554,178 from \$44,507,837 to \$46,062,015.

See Page 3 for further description of modification.

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 METTS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A Iosco
15B. CONTRACTOR OFFEROR <i>Cary A. Hilton</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>David A. Iosco</i> (Signature of Contracting Officer)
15C. DATE SIGNED 12/21/2009	16C. DATE SIGNED 12/21/09

A. The purpose of Modification No. 45 is to:

1. Update Table B-1, "Estimated Cost and Award Fee," to provisionally increase the estimated cost of the contract pending definitization of a cost growth proposal.

❖ Table B-1, Estimated Cost and Award Fee, shown in Mod 44 is hereby deleted in its entirety and the revised Table B-1, shown on the enclosed replacement page B-2 (Mod 45), is substituted in lieu thereof.

2. Incrementally fund the contract in the amount of \$1,554,178 through January 28, 2010.

❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$1,554,178 from \$44,507,837 to \$46,062,015. Clause B.5 shown in Mod 44 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 45), is substituted in lieu thereof.

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

B-5	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)		\$1,262,714	(b)(4)			\$44,507,837
This Mod			\$0				\$1,554,178
Revised Total			\$1,262,714				\$46,062,015

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

COST CENTER / / /	WBS ELEMENT / / / /	FUND / /	Amount	PR
62ER24/6100.2511/62/FC000000/463169.04.12.02.02/000/2510/62/EXPX22010D/020U/1/3			\$1,000.00	4200321359 Item# 001
62ER24/6100.2511/62/FC000000/463169.04.12.02.02/000/2510/62/EXPX22010D/020U/1/2			\$2,625.00	4200321359 Item# 001
62ER21/6100.2511/62/FC000000/253225.04.04.30.01/000/2510/62/EXPX22010D/020U/1/43			\$336.00	4200321359 Item# 002
62ET40/6100.2511/62/FC000000/136905.08.05.05.01.0/8/000/2510/62/EXPX22010D/234A/1/2			\$3,389.00	4200322603 Item# 001
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/2/3			\$12,500.00	4200322603 Item# 001
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.04/000/2510/62/EXPX22010D/234A/3/4			\$12,500.00	4200322603 Item# 001
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.21/000/2510/62/EXPX22010D/234A/4/5			\$12,500.00	4200322603 Item# 001
62ET40/6100.2511/62/FC000000/136905.02.04.08.17/000/2510/62/EXPX22010D/234A/1/43			\$10,000.00	4200322603 Item# 002
62ET20/6100.2511/62/FC000000/136905.08.04.02.08.0/8.04/000/2510/62/EXPX22010D/234A/1/84			\$15,913.00	4200322603 Item# 003
62ET30/6100.2511/62/FC000000/136905.08.04.02.08.0/8.04/000/2510/62/EXPX22010D/234A/2/85			\$1,501.00	4200322603 Item# 003
62ES43/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/1/2			\$20,000.00	4200322644 Item# 001
62EM42/6100.2511/62/FC000000/136905.08.01.11/000/2510/62/EXPX22010D/234A/1/43			\$650.00	4200322644 Item# 002
62E511/6100.2511/62/FC000000/595551.01.08.10.VP10/.10/000/2510/62/CASX22010R/CASP/2/44			\$21,746.00	4200322644 Item# 002
62EM10/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/3/45			\$5,331.00	4200322644 Item# 002
62ET10/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/4/46			\$813.00	4200322644 Item# 002
62ER24/6100.2511/62/FC000000/463169.04.12.02.02/000/2510/62/EXPX22010D/020U/5/47			\$600.00	4200322644 Item# 002
62ET20/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22010D/234A/6/48			\$4,500.00	4200322644 Item# 002
62ER33/6100.2511/62/FC000000/095240.04.04.22.03.0/8/000/2510/62/EXPX22010D/020U/7/49			\$16,272.00	4200322644 Item# 002
62E523/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22010D/538A/8/50			\$49,000.00	4200322644 Item# 002
62ER33/6100.2511/62/FC000000/197009.10.01.01.12/000/2510/62/EXCX22009D/538A/9/51			\$670.00	4200322644 Item# 002
62ER32/6100.2511/62/FC000000/136905.08.04.02.08.1/1.01/000/2510/62/EXPX22010D/234A/10/52			\$2,167.00	4200322644 Item# 002
62E523/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/11/53			\$297,584.00	4200322644 Item# 002

62E523/6100.2511/62/FC000000/401769.06.08.02.04.0/2/000/2510/62/EXCX22010D/733B/12/54	\$115,407.00	4200322644 Item# 002
62E523/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/13/55	\$148,067.00	4200322644 Item# 002
62ET10/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/14/57	\$10,228.00	4200322644 Item# 002
62EM03/6100.2511/62/FC000000/136905.08.05.12.03.0/8/000/2510/62/EXPX22010D/234A/15/58	\$2,023.00	4200322644 Item# 002
62E523/6100.2511/62/FC000000/136905.08.05.12.02.0/8.01/000/2510/62/EXPX22010D/234A/16/59	\$7,812.00	4200322644 Item# 002
62ET50/6100.2511/62/FC000000/136905.08.05.12.07.0/8/000/2510/62/EXPX22010D/234A/17/60	\$107,338.00	4200322644 Item# 002
62EM20/6100.2511/62/FC000000/136905.08.05.12.02.0/8.03/000/2510/62/EXPX22010D/234A/18/61	\$65,881.00	4200322644 Item# 002
62ET50/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/19/62	\$3,344.00	4200322644 Item# 002
62EM03/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/20/63	\$12,221.00	4200322644 Item# 002
62E543/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/1/84	\$16,684.00	4200322644 Item# 003
62EM40/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/1/43	\$8,477.00	4200322644 Item# 004
62EM30/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/2/44	\$1,220.00	4200322644 Item# 004
62ER23/6100.2511/62/FC000000/136905.08.05.05.01.0/8/000/2510/62/EXPX22010D/234A/3/45	\$4,898.00	4200322644 Item# 004
62EM10/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/4/46	\$3,577.00	4200322644 Item# 004
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/5/47	\$46,460.00	4200322644 Item# 004
62EM30/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/6/48	\$379.00	4200322644 Item# 004
62EM30/6100.2511/62/FC000000/136905.08.05.12.02.0/8.02/000/2510/62/EXPX22010D/234A/7/49	\$21,231.00	4200322644 Item# 004
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.10/000/2510/62/EXPX22010D/234A/8/50	\$6,942.00	4200322644 Item# 004
62ER23/6100.2511/62/FC000000/136905.08.05.06.01.0/8/000/2510/62/EXPX22010D/234A/9/51	\$23,633.00	4200322644 Item# 004
62JP30/6100.2511/62/FC000000/136905.08.05.06.01.0/8/000/2510/62/EXPX22010D/234A/10/52	\$32,203.00	4200322644 Item# 004
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22009D/234A/1/2	\$15,000.00	4200322786 Item# 001
62EM10/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22010D/538A/1/2	\$20,000.00	4200323753 Item# 001
62EM10/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22010D/538A/2/3	\$23,000.00	4200323753 Item# 001
62EM40/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22010D/538A/3/4	\$34,200.00	4200323753 Item# 001
62EM40/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22010D/538A/4/5	\$20,000.00	4200323753 Item# 001
62EM60/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22010D/538A/5/6	\$11,000.00	4200323753 Item# 001
62EM60/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22010D/538A/6/7	\$12,000.00	4200323753 Item# 001
62EM60/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22010D/538A/7/8	\$11,000.00	4200323753 Item# 001
62ET30/6100.2511/62/FC000000/869021.04.08.01.13/000/2510/62/CASX22010D/512F/1/2	\$160,000.00	4200323842 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/1/84	\$20,000.00	4200322334 Item# 003
62ER52/6100.2511/62/FC000000/136905.08.05.13.02.0/1.08/000/2510/62/EXPX22010D/234A/1/2	\$356.25	4200322334 Item# 006
62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CA5X22010D/361N/1/43	\$35,000.00	4200322334 Item# 007
62EM10/6100.2511/62/FC000000/136905.08.04.02.08.0/2.03/000/2510/62/EXPX22010D/234A/2/204	\$33,000.00	4200322334 Item# 008
62EM40/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/1/203	\$30,000.00	4200322334 Item# 008
	\$1,554,178	

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 44)	B-2 (Mod 45)
	B-4 (Mod 44)	B-4 (Mod 45)

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

F. 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)									\$321,839	\$8,439,158
	Fee Period 2*	(b)(4)									\$445,609	\$12,597,505
	Total Base	(b)(4)									\$767,447	\$21,036,663
2	OPTION YEAR 1											
	Fee Period 3*	(b)(4)									\$495,267	\$14,215,181
	Fee Period 4*	(b)(4)									TBD	\$18,916,969
	Total Option 1	(b)(4)									\$495,267	\$33,132,150
<b>Overall Contract</b>											<b>\$1,262,714</b>	<b>\$54,168,813</b>

\* 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
3	OPTION YEAR 2								
	Fee Period 5*	(b)(4)						TBD	\$3,974,802.50
	Fee Period 6*	(b)(4)						TBD	\$3,974,802.50
4	OPTION YEAR 3								
	Fee Period 7*	(b)(4)						TBD	\$4,105,564.50
	Fee Period 8*	(b)(4)						TBD	\$4,105,564.50
5	OPTION YEAR 4								
	Fee Period 9*	(b)(4)						TBD	\$4,174,475.00
	Fee Period 10*	(b)(4)						TBD	\$4,174,475.00

\* 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 \$44,691,316. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: January 28, 2010

(b) An additional amount of \$1,370,699 is obligated under this contract for payment of fee.

Incremental Funding:	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$1,262,714	\$0	\$1,262,714
Total Sum Allotted:	\$44,507,837	\$1,554,178	\$46,062,015

(End of Clause)