

2 AMENDMENT/MODIFICATION NO 3. EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ. NO 5 PROJECT NO (if applicable)  
 000052 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  
 Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1538 Fax: (256) 544-5028

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A AMENDMENT OF SOLICITATION NO

INFOPRO CORPORATION Attn: Larry Stanley 6705 ODYSSEY DR HUNTSVILLE AL 35806-2300

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: \$1,603,557.00 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 Unilateral Modification; FAR clause 52.232-22 - Limitation of Funds

E. IMPORTANT: Contractor X is not is required to sign this document and return 0 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 remains unchanged at (b)(4)  
 The Award Fee Earned remains unchanged at \$1,262,715.  
 The Potential Award Fee remains unchanged at (b)(4)  
 The Total Fee remains unchanged at (b)(4)  
 The Contract Value remains unchanged at \$73,042,885.  
 Total Funding Allotted increases by \$1,603,557 from \$54,778,555 to \$56,382,112.

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) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Kathryn C. Christy

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) Kathryn C. Christy (Signature of Contracting Officer) 4/23/2010

## A. The purpose of this modification is to provide:

1) Incremental funding is hereby added in the amount of \$1,603,557 from \$54,778,555 to \$56,382,112. Clause B.5 shown in Mod 51 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 52), is substituted in lieu thereof. Estimated funded through date is July 2, 2010

## 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)		\$1,262,715	(b)(4)		\$73,042,885	\$54,778,555
This Mod			\$0			\$0	\$1,603,557
Revised Total			\$1,262,715			\$73,042,885	\$56,382,112

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

62ER24/6100.2511/62/FC000000/463169.04.12.02.01/000/2510/62/EXPX22010D/020U/1/2	\$1,062.00	4200337868 Item# 001
62ER42/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22010D/234A/1/2	\$3,075.00	4200338535 Item# 001
62EM42/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22010D/538A/1/2	\$20,000.00	4200338889 Item# 001
62ET20/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22010D/234A/1/2	\$90,000.00	4200336303 Item# 001
62ET40/6100.2511/62/FC000000/136905.02.04.08.17/000/2510/62/EXPX22010D/234A/1/2	\$9,379.00	4200336303 Item# 002
62VP61/6100.2511/62/FC000000/432938.09.01.08.10.0/2/000/2510/62/CASX22010D/361N/1/2	\$6,452.00	4200336626 Item# 001
62ET10/6100.2511/62/FC000000/136905.08.04.02.08.0/9.03/000/2510/62/EXPX22010D/234A/2/3	\$5,538.00	4200336626 Item# 001
62E521/6100.2511/62/FC000000/727950.04.02.62/000/2510/62/EXPX22010D/020U/3/4	\$750.00	4200336626 Item# 001
62ES62/6100.2511/62/FC000000/439906.04.01.06.04.0/1/000/2510/62/EXPX22010D/020U/4/5	\$2,243.00	4200336626 Item# 001
62ER23/6100.2511/62/FC000000/136905.08.05.06.01.0/8/000/2510/62/EXPX22010D/234A/5/6	\$42,554.00	4200336626 Item# 001
62ET10/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/6/7	\$9,060.00	4200336626 Item# 001
62E523/6100.2511/62/FC000000/136905.08.05.12.02.0/8.01/000/2510/62/EXPX22010D/234A/7/8	\$8,928.00	4200336626 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.10/000/2510/62/EXPX22010D/234A/8/9	\$11,831.00	4200336626 Item# 001
62E523/6100.2511/62/FC000000/401769.06.03.07.02.0/3/000/2510/62/EXCX22010D/733B/9/10	\$5,093.00	4200336626 Item# 001
62E523/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/10/11	\$290,513.00	4200336626 Item# 001
62EM32/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/2/44	\$3,588.00	4200336626 Item# 002
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.02/000/2510/62/EXPX22010D/234A/3/45	\$150,035.00	4200336626 Item# 002
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/4/46	\$43,923.00	4200336626 Item# 002
62ET50/6100.2511/62/FC000000/136905.08.05.12.07.0/8/000/2510/62/EXPX22010D/234A/5/47	\$80,949.00	4200336626 Item# 002
62E523/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/6/48	\$35,516.00	4200336626 Item# 002
62E523/6100.2511/62/FC000000/432938.11.01.08.42/000/2510/62/CASX22010D/361N/7/49	\$200,000.00	4200336626 Item# 002
62ET30/6100.2511/62/FC000000/86902.1.04.08.01.13/000/2510/62/CASX22010D/512F/1/43	\$21,140.00	4200336626 Item# 002
62E543/6100.2511/62/FC000000/432938.11.01.08.42/000/2510/62/CASX22010D/361N/1/84	\$28,233.00	4200336626 Item# 003

62E543/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/2/85	\$125,000.00	4200336626 Item# 003
62E543/6100.2511/62/FC000000/136905.02.06.08.06/000/2510/62/EXPX22010D/234A/1/84	\$1,350.00	4200336626 Item# 004
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.04/000/2510/62/EXPX22010D/234A/2/3	\$111,700.00	4200335807 Item# 001
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.21/000/2510/62/EXPX22010D/234A/3/4	\$18,500.00	4200335807 Item# 001
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/1/2	\$12,500.00	4200335807 Item# 001
62ET20/6100.2511/62/FC000000/136905.08.05.10.05.0/8.06/000/2510/62/EXPX22010D/234A/1/43	\$26,752.00	4200335807 Item# 002
62ET20/6100.2511/62/FC000000/136905.08.05.10.10.0/8.01/000/2510/62/EXPX22010D/234A/2/44	\$41,874.00	4200335807 Item# 002
62ET40/6100.2511/62/FC000000/292360.09.20.02.14.0/2/000/2510/62/EXPX22009D/234A/1/2	\$12,250.00	4200335807 Item# 003
62ET02/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22009D/234A/2/3	\$14,569.00	4200335807 Item# 003
62ET02/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22010D/234A/1/204	\$28,700.00	4200335807 Item# 004
62ET30/6100.2511/62/FC000000/869021.04.08.01.13/000/2510/62/CA5X22010D/512F/1/2	\$100,000.00	4200335804 Item# 001
62ET20/6100.2511/62/FC000000/032278.01.07/000/2510/62/CA5X22010D/046A/1/43	\$40,500.00	4200335804 Item# 002
	\$1,603,557.00	

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-4 (Mod 51)	B-4 (Mod 52)

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.

(d) 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 \$54,753,150. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: July 2, 2010.

(b) An additional amount of \$1,628,962 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:	\$54,778,555	\$1,603,557	\$56,382,112

(End of Clause)