AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 / 2

2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO.	5 PROJECT NO (If applicable)
000058	See Block 16C	See Schedule	

6 ISSUED BY CODE MSFC

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

7. ADMINISTERED BY (If other than Item 6) CODE MSFC

Kathy Christy
Email: kathy.christy@nasa.gov
Telephone: (256) 961-1538
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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

CODE 0AFL2 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

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
	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 increases by [redacted]
The Provisional Estimated Cost decreases by [redacted]
Award Fee Earned increases by $65,634 from $1,716,690 to $1,782,324.
The Potential Award Fee remains unchanged at [redacted]
The Total Fee increases by [redacted]
The Contract Value decreases by $6,275,348 from $73,257,226 to $66,981,878.
Total Funding Allotted remains unchanged at $65,540,492.

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)
CARY A. HILTON General Manager METTS	David A Iosco
15B CONTRACTOR/OFFEROR: Cary A. Hilton (Signature of person authorized to sign)	15C DATE SIGNED 8/18/2010
16B UNITED STATES OF AMERICA: David A. Iosco (Signature of Contracting Officer)	16C DATE SIGNED 8/18/10

A. The purpose of Modification No. 58 is to:

1. Update Clause B.1, Estimated Cost and Award Fee, to definitize InfoPro Corporation's Option Year 1, Fee Period 4 Proposal, submitted April 14, 2010 for a cost growth/overrun.

2. Update Clause B.5 to adjust funding to allow for payment of the negotiated fee.

3. Delete Clause G.6, 1852.245-77 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (SEP 2007) as an administrative update.

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) [redacted]		$1,716,690	(b)(4) [redacted]		$73,257,226	$65,540,492
This Mod			$65,634			($6,275,348)	$0
Revised Total			$1,782,324			$66,981,878	$65,540,492

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:

Section/Clause	Pages Deleted	Pages Added/Revised
B.2	B-2 (Mod 54)	B-2 (Mod 58)
B.5	B-4 (Mod 57)	B-4 (Mod 58)
G.6	G-6 (Mod 1)	G-6 (Mod 58)

E. 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 58	Fee Period 4 Proposal, Submitted April 14, 2010

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

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

		MISSION SERVICES		IDIQ TASK ORDERS		TOTAL				
CLIN	PERIOD COVERED	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
	BASE YEAR									
1	Fee Period 1*	(b)(4) [redacted]							$321,839	$8,439,158
	Fee Period 2*								$445,609	$12,597,505
	Total Base								$767,448	$21,036,663
	OPTION YEAR 1									
	Fee Period 3*								$495,267	$14,215,181
	Fee Period 4*								$519,609	$12,718,070
2	Total Option 1								$1,014,876	$26,933,251
	OPTION YEAR 2									
	Fee Period 5*								$0	$9,866,000
	Fee Period 6*								$0	$9,145,964
3	Total Option 2								$0	$19,011,964
	Overall Contract								**$1,782,324**	**$66,981,878**

* 6-month evaluation periods

**The amounts for Fee Period 1, 2, and 4 include fee negotiated for Cost Growths after the determination of the award fee for that period.

(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

		MISSION SERVICES (BY)		IDIQ SUMMATION OF TASK ORDERS (BY)		TOTAL				
	PERIOD COVERED	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
	OPTION YEAR 3									
	Fee Period 7*	(b)(4) [redacted]							TBD	$4,105,564.50
4	Fee Period 8*								TBD	$4,105,564.50
	OPTION YEAR 4									
	Fee Period 9*								TBD	$4,174,475.00
5	Fee Period 10*								TBD	$4,174,475.00

* 6-month evaluation periods

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

(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 $63,308,575. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: January 5, 2011.

(b) An additional amount of $2,231,917 is obligated under this contract for payment of fee.

Incremental Funding:	Previous	This Action	Total
Estimated Cost:	(b)(4) [redacted]		
Provisional Award Fee:			
Earned Award Fee:	$1,716,689	$65,634	$1,782,323
Total Sum Allotted:	$65,540,492	$0	$65,540,492

(End of Clause)

G.6 Reserved

G.7 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (JUL 2006)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative or the Contracting Officer for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," when the access is no longer needed.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

[END OF SECTON]