

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO. 5 PROJECT NO (if applicable)

000067 See Block 16C 1 2

6 ISSUED BY CODE 7 ADMINISTERED BY (if other than item 6) CODE

MSFC 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)

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

(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

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)
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; NFS 1852.216-76 Award Fee for Service Contracts

E. IMPORTANT: Contractor 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)

Award Fee Earned increases by \$393,618 from \$1,782,324 to \$2,175,942.

The Potential Award Fee decreases by (b)(4)

The Total Fee decreases by (b)(4)

The Contract Value decreases by (b)(4) \$.

Total Funding Allotted remains unchanged at \$76,251,745.

See Page 2 for further description of modification.
FOB: Destination

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)

David A Tosco

15B CONTRACTOR/OFFEROR 15C DATE SIGNED 16B UNITED STATES OF AMERICA 16C DATE SIGNED

(Signature of person authorized to sign) *David A Tosco* 12/6/10

(Signature of Contracting Officer)

A. The purpose of this Modification No. 67 is to:

1. Update Clause B.2, Estimated Cost and Award Fee to reflect the Award Fee Determination and Findings Letter dated November 19, 2010. The award fee earned for evaluation period 5 (FP5), POP March 1, 2010 – August 31, 2010, is \$393,618. The total Potential AF available for FP5 was (b)(4) leaving (b)(4) in unearned award fee. The total contract value decreases in the amount of (b)(4) from (b)(4)
2. Update Clause B.5, CONTRACT FUNDING, to adjust funding allotted for the incorporation of the Earned Award Fee, in accordance with the Award Fee Determination and Findings letter approved on November 19, 2010.

B. A recapitulation of the contract value and funding 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)		\$1,782,324	(b)(4)			\$76,251,745
This Mod Revised			\$393,618				\$0
Total			\$2,175,942				\$76,251,745

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:

<u>Pages/Section Deleted</u>	<u>Page/Sections Modified</u>
B-1/B.2 (Mod 53)	B-1/B.2 (Mod 67)
B-2/B.1 (Mod 66)	B-2/B.1 (Mod 67)
B-4/B.5 (Mod 66)	B-4/B.5 (Mod 67)

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as expressly stated in the contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in Attachment J-1, entitled: "Marshall Engineering Technicians and Trades Support (METTS) Services."

(b) The services will be procured under two separate portions, Mission Services (MS) and Indefinite Delivery/Indefinite Quantity (IDIQ). The requirement is being procured on a cost-plus-award-fee basis. The contract and supporting data are organized as shown below:

(1) The Mission Services portion covers work identified in 1.0 – 2.0 of the PWS. Project management and administrative resources necessary to manage both the Mission and the IDIQ contract portions are covered in the Mission Services.

(2) IDIQ task orders will be used to procure those services identified in WBS 3.0 of the PWS that cannot be predetermined or quantified in advance.

(End of Clause)

B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

(a) The total estimated cost of this contract is \$ [See Table B-1 below]. The total award fee for this contract is \$ [See Table B-1 below].

(b) The amount of award fee earned as identified in this clause, paragraph (c), is common fee to be shared between the Contractor and its teammate/major subcontractor (b)(4). The amounts shown by evaluation period in this clause, paragraph (c) are the maximum award fees allowed the Contractor and identified subcontractors. As award fee is earned for each evaluation period, the contract values delineated in paragraph (c) will be adjusted to reflect the difference between maximum potential award fee and award fee earned. The following is a record of the maximum potential award fee that was available for each period and the award fee earned:

EVALUATION PERIOD	MAXIMUM POTENTIAL AWARD FEE	AWARD FEE EARNED
03/01/2008 – 08/31/2008	(b)(4)	\$239,965
09/01/2008 - 02/28/2009	(b)(4)	\$344,441
03/01/2009 - 08/31/2009	(b)(4)	\$495,267
09/01/2009 – 02/28/2010	(b)(4)	\$453,975
3/01/2010 - 08/31/2010	(b)(4)	\$393,618

(c) Table B-1 reflects the contract values of individual contract line items (CLINs) and is set forth below:

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

CLIN	PERIOD COVERED	MISSION SERVICES		IDIQ TASK ORDERS		TOTAL									
		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					
1	BASE YEAR	(b)(4)													
	Fee Period 1*,**													\$321,839	\$8,439,158
	Fee Period 2*,**													\$445,609	\$12,597,505
	Total Base													\$767,448	\$21,036,663
2	OPTION YEAR 1	(b)(4)													
	Fee Period 3*													\$495,267	\$14,215,181
	Fee Period 4*,**													\$519,609	\$12,718,070
	Total Option 1													\$1,014,876	\$26,933,251
3	OPTION YEAR 2	(b)(4)													
	Fee Period 5*													\$393,618	\$9,829,270
	Fee Period 6*													\$0	\$19,369,303
	Total Option 2													\$393,618	\$29,198,572
Overall Contract									\$2,175,942	\$77,168,486					

* 6-month evaluation periods

** The Amounts for Fee Period 1, 2, and 4 include fee negotiated for Cost Growths after the determination for 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

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 MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE					
4	OPTION YEAR 3	(b)(4)													
	Fee Period 7*													TBD	\$4,105,564.50
	Fee Period 8*													TBD	\$4,105,564.50
5	OPTION YEAR 4	(b)(4)													
	Fee Period 9*													TBD	\$4,174,475.00
	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 \$73,397,874. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: February 22, 2011.

(b) An additional amount of \$2,775,159 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:	\$1,782,323	\$393,618	\$2,175,941
Total Sum Allotted:	\$76,251,745		\$76,251,745

(End of Clause)