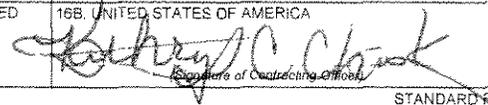


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO 000074	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO See Schedule	5. PROJECT NO (if applicable)	
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7 ADMINISTERED BY (if other than Item 6) Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1536 Fax: (256) 544-5028	CODE MSFC	
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)	
CODE OAF12		FACILITY CODE	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:		\$5,792,348.00
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:			
X	D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22 Limitation of Funds			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 remains unchanged at \$2,239,036. The Potential Award Fee remains unchanged at (b)(4) The Total Fee increases remains unchanged at (b)(4) The Contract Value remains unchanged at \$123,424,893. Total Funding Allotted increases from \$84,925,149 by \$5,792,348 to \$90,717,497.				
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)			3/25/2011	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$5,792,348 increasing the Total Funding Allotted from \$84,925,149 to \$90,717,497. The contractor provided an estimated funded through date of July 29, 2011, in an email dated March 25, 2011.

2. Update Clause H.10, "Key Personnel and Facilities," to reflect the following changes: Replace (b)(4)

(b)(4)

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)		\$2,239,036	(b)(4)		\$123,424,893	\$84,925,149
This Mod			\$0			\$0	\$5,792,348
Revised Total			\$2,239,036			\$123,424,893	\$90,717,497

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

CMM Item #	WBS	Amount	PR
29	62ER33/6100.2511/62/FC000000/916925.02.01/000/2510/62/SCEX22011D/881D/1/2	\$2,505.00	4200377611 Item# 001
30	62VP24/6100.2511/62/FC000000/916925.02.01/000/2510/62/SCEX22011D/881D/1/2	\$188.00	4200377611 Item# 002
31	62ER33/6100.2511/62/FC000000/095240.04.14.01.01.0/8/000/2510/62/EXPX22011D/020U/1/2	\$5,488.00	4200377611 Item# 003
32	62ER33/6100.2511/62/FC000000/916925.02.01/000/2510/62/SCEX22011D/881D/1/2	\$500.00	4200377611 Item# 004
33	62ET02/6100.2511/62/FC000000/814060.08.13/000/2510/62/EXPX22011D/834A/1/2	\$490,000.00	4200377611 Item# 005
34	62ER35/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/2	\$500.00	4200377611 Item# 006
35	62QD11/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CA5X12011D/361N/1/43	\$2,730.00	4200377611 Item# 007
36	62EV44/6100.2511/62/FC000000/943396.05.03.02.08.0/2/000/2510/62/SCEX22011D/431A/1/123	\$753.00	4200377611 Item# 008
37	62EV33/6100.2511/62/FC000000/644423.02.39.08/000/2510/62/EXPX22011D/234A/1/2	\$1,250.00	4200377611 Item# 009
38	62ET02/6100.2511/62/FC000000/814060.08.13/000/2510/62/EXPX22011D/834A/1/2	\$500,000.00	4200378242 Item# 001
39	62ET10/6100.2511/62/FC000000/814060.08.11/000/2510/62/EXPX22011D/834A/1/43	\$425,000.00	4200378242 Item# 002
40	62ET10/6100.2511/62/FC000000/814060.08.14/000/2510/62/EXPX22011D/834A/1/84	\$495,000.00	4200378242 Item# 003
41	62ER33/6100.2511/62/FC000000/136905.08.05.06.01.0/8/000/2510/62/EXPX22011D/234A/1/2	\$3,563.00	4200378294 Item# 001
42	62ER33/6100.2511/62/FC000000/136905.08.05.04.03.0/8.01/000/2510/62/EXPX22011D/234A/1/43	\$407.00	4200378294 Item# 002
43	62ER33/6100.2511/62/FC000000/136905.08.05.04.04.0/8/000/2510/62/EXPX22011D/234A/1/84	\$875.00	4200378294 Item# 003
44	62ET50/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/2/3	\$35,848.00	4200378406 Item# 001
45	62EM03/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/3/4	\$191,656.00	4200378406 Item# 001
46	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/1/2	\$1,319,078.00	4200378406 Item# 001
47	62ER33/6100.2511/62/FC000000/095240.04.14.01.01.0/8/000/2510/62/EXPX22011D/020U/4/5	\$9,621.00	4200378406 Item# 001
48	62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22011D/733B/5/6	\$22,765.00	4200378406 Item# 001
49	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/1/43	\$900,000.00	4200378406 Item# 002
50	62ER24/6100.2511/62/FC000000/429698.04.01.01.08/000/2510/62/EXPX22011D/020U/2/44	\$1,190.00	4200378406 Item# 002
51	62EM42/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22011D/234A/3/45	\$250,000.00	4200378406 Item# 002
52	62ES43/6100.2511/62/FC000000/136905.02.06.08.06/000/2510/62/EXPX22011D/234A/1/84	\$30,630.00	4200378406 Item# 003
53	62ES43/6100.2511/62/FC000000/136905.02.06.08.06/000/2510/62/EXPX22011D/234A/1/125	\$30,630.00	4200378406 Item# 004
54	62ET30/6100.2511/62/FC000000/869021.04.08.01.13.0/4/000/2510/62/CASX12011D/512F/1/2	\$180,000.00	4200379191 Item# 001
55	62ES01/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/1/2	\$137,000.00	4200380327 Item# 001
56	62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/2	\$29,741.00	4200380343 Item# 001

57	62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/43	\$29,741.00	4200380343 Item# 002
58	62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/84	\$53,000.00	4200380343 Item# 003
59	62ET30/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/125	\$40,591.00	4200380343 Item# 004
60	62ET20/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22011D/234A/1/166	\$24,500.00	4200380343 Item# 005
61	62ER42/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/2	\$4,750.00	4200380434 Item# 001
62	62ET10/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/2	\$275,892.00	4200380680 Item# 001
63	62ET40/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22011D/234A/1/2	\$36,376.00	4200380680 Item# 002
64	62ET50/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/2/44	\$54,744.00	4200380680 Item# 003
65	62ET50/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22011D/234A/1/43	\$6,469.00	4200380680 Item# 003
66	62ET60/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22011D/234A/1/84	\$176,867.00	4200380680 Item# 004
67	62EM32/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/2	\$20,000.00	4200381600 Item# 001
68	62EM42/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/2/3	\$2,500.00	4200381600 Item# 001
		\$5,792,348.00	

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

Pages/Section Deleted	Page/Section Modified
B-4/B.5 (Mod 71)	B-4/B.5 (Mod 74)
H-8/H.10 (Mod 70)*	H-8/H.10 (Mod 74)
H-9*	H-9 (Mod 74)

*Moved all of Clause H.10 to page H-8

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

- (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 \$ 87,050,714. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through July 29, 2011.
- (b) An additional amount of \$3,588,071 is obligated under this contract for payment of fee.

Incremental Funding:	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	\$2,175,941	\$0	\$2,175,941
Total Sum Allotted:	\$84,925,149	\$5,792,348	\$90,717,497

(End of Clause)

this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.9 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.10 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)

(End of Clause)

H.11 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.12 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4612, 4619, 4620, 4623, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance.