

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 000077	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) 961-1538 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.	
CODE 0AFL2 FACILITY CODE		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) Net Increase: \$2,742,780.00  
 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:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification; FAR Clause 52.232-22 Limitation of Funds

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

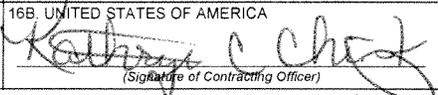
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The Negotiated Estimated Cost remains unchanged at (b)(4)  
 The Provisional Estimated Cost remains unchanged at (b)(4)  
 Award Fee Earned remains unchanged at \$3,029,223.  
 The Potential Award Fee remains unchanged at (b)(4)  
 The Total Fee remains unchanged at (b)(4)  
 The Contract Value remains unchanged at (b)(4)  
 Total Funding Allotted increases from \$91,975,756 by \$2,742,780 to \$94,718,536.

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  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 5/24/11

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$2,742,780 increasing the Total Funding Allotted from \$91,975,756 to \$94,718,536. The contractor provided an estimated funded through date of August 31, 2011, in an email dated May 23, 2011.

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)		\$3,029,233	(b)(4)			\$91,975,756
This Mod			\$0				\$2,742,780
Revised Total			\$3,029,233				\$94,718,536

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

CMM Item #	WBS	Amount	PR
100	62ER42/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/2	\$9,250.00	4200390872 Item# 001
101	62EM50/6100.2511/62/FC000000/197009.10.02.01.02/000/2510/62/EXCX22011D/538A/1/2	\$10,000.00	4200390696 Item# 001
102	62EM50/6100.2511/62/FC000000/825080.04.06.30.18.0/3/000/2510/62/EXPX22011D/020U/1/43	\$10,300.00	4200390696 Item# 002
103	62EM50/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/84	\$3,650.00	4200390696 Item# 003
104	62EM50/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/1/125	\$6,000.00	4200390696 Item# 004
105	62EM60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/84	\$4,200.00	4200390696 Item# 005
106	62EM60/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/125	\$3,000.00	4200390696 Item# 006
107	62EM60/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/1/166	\$2,200.00	4200390696 Item# 007
108	62EM60/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/207	\$2,100.00	4200390696 Item# 008
109	62EM42/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/2	\$41,675.00	4200390696 Item# 009
110	62EM20/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/43	\$54,175.00	4200390696 Item# 010
111	62EM20/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/84	\$6,000.00	4200390696 Item# 011
112	62EM20/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/1/125	\$18,750.00	4200390696 Item# 012
113	62EM20/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/166	\$3,300.00	4200390696 Item# 013
114	62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12011D/361N/1/207	\$50,000.00	4200390696 Item# 014
115	62EM10/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/248	\$108,350.00	4200390696 Item# 015
116	62ER42/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/2	\$1,025.00	4200388800 Item# 001
117	62ER42/6100.2511/62/FC000000/401769.06.03.07.02.0/3/000/2510/62/EXCX22011D/733B/1/2	\$106.00	4200386828 Item# 001
118	62ET10/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/2	\$156,412.00	4200386809 Item# 001
119	62ER22/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/2	\$9,912.00	4200386885 Item# 001
120	62ET20/6100.2511/62/FC000000/359257.01.05.01/000/2510/62/CASX12011D/046A/2/45	\$54,000.00	4200386885 Item# 002
121	62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX12011D/046A/1/43	\$18,000.00	4200386885 Item# 002
122	62ET20/6100.2511/62/FC000000/359257.01.05.01/000/2510/62/CASX12011D/046A/1/84	\$18,000.00	4200386885 Item# 003
123	62ET02/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/125	\$43,500.00	4200386885 Item# 004
124	62ET02/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/2/126	\$86,000.00	4200386885 Item# 004
125	62EM01/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/3/127	\$25,000.00	4200386885 Item# 004
126	62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/4/128	\$4,127.00	4200386885 Item# 004
127	62ES01/6100.2511/62/FC000000/432938.11.01.08.38/000/2510/62/CASX12011D/361N/5/129	\$112,000.00	4200386885 Item# 004
128	62ET60/6100.2511/62/FC000000/921179.01.08.E1.EM67/.11/000/2510/62/CASX12011R/CASP/6/130	\$15,500.00	4200386885 Item# 004
129	62ET60/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/3/285	\$54,000.00	4200386885 Item# 005

130	62ET60/6100.2511/62/FC000000/921179.01.08.E1.EM67/.11/000/2510/62/CASX12011R/CASP/4/286	\$55,304.00	4200386885 Item# 005
131	62ET02/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/2/284	\$86,000.00	4200386885 Item# 005
132	62ET50/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/2	\$14,000.00	4200386885 Item# 006
133	62ET50/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/2/3	\$16,000.00	4200386885 Item# 006
134	62ET30/6100.2511/62/FC000000/869021.04.08.01.13.0/4/000/2510/62/CASX12011D/512F/1/363	\$60,000.00	4200386885 Item# 007
135	62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX12011D/046A/1/2	\$54,000.00	4200386885 Item# 008
136	62ET02/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22011D/734A/1/2	\$330,950.00	4200386885 Item# 009
137	62ET60/6100.2511/62/FC000000/921179.01.08.E1.EM67/.11/000/2510/62/CASX12011R/CASP/1/2	\$2,494.00	4200386885 Item# 010
138	62ET02/6100.2511/62/FC000000/814060.08.11/000/2510/62/EXPX22011D/834A/2/481	\$700,000.00	4200386885 Item# 010
139	62ET02/6100.2511/62/FC000000/814060.08.13/000/2510/62/EXCX22011D/834A/2/520	\$6,000.00	4200386885 Item# 011
140	62ET02/6100.2511/62/FC000000/814060.08.13/000/2510/62/EXPX22011D/834A/1/43	\$487,500.00	4200386885 Item# 011
<b>Total Funding for Mod 77</b>		<b>\$2,742,780.00</b>	

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 76)	B-4/B.5 (Mod 77)

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

**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 \$91,975,756. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through August 10, 2011.

(b) An additional amount of \$4,113,987 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:	\$2,966,128		\$2,966,128
Total Sum Allotted:	\$91,975,756	\$2,742,780	\$94,718,536

(End of Clause)