

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000015	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) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFOPRO CORP 202 EXCHANGE PL NW 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)
See Schedule
Net Increase: \$3,985,537.21

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

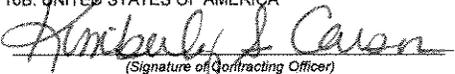
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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 and 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.)

Delivery Location Code: MSFC
NASA/Marshall Space Flight Center
Marshall Space Flight Center AL 35812

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) Kim S Carson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/22/2008

A. The purpose of Modification No. 15 is to:

1. De-obligate funding and incrementally fund the contract in the amount of \$3,985,537 through February 28, 2009.

❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$3,985,537 from \$13,260,012 to \$17,245,549. Clause B.5 shown in Mod 14 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 15), is substituted in lieu thereof.

B. A recapitulation of the contract value is as follows:

	<u>Total Contract Value</u>	<u>Allotted</u>
Previous	\$11,636,682	\$13,260,012
This Modification	<u>-0-</u>	<u>3,985,537</u>
New Total	\$11,636,682	\$17,245,549

C. Purchase Request No./Accounting & Appropriation Data

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
4200265803	685676.01.08.05	62ET20	ESAX22008D	(\$50,000)
4200265768	526282.01.08.15	62ET02	ESAX22008D	\$1,084
	136905.08.04.02.08.0	62ET20	ESAX22008D	\$4,451
	136905.08.04.02.08.0	62ET20	ESAX22008D	\$44,912
	359257.01.02.01	62ET20	ESAX22007D	\$211
4200265921	522094.08.01.01.03.0	62ER43	EXCX22008D	\$6,000
	136905.02.04.08.15	62EM40	ESAX22008D	\$3,320
	136905.08.01.02.01	62EM30	ESAX22008D	\$4,601
	136905.08.04.01.08.1	62EM50	ESAX22008D	\$2,200
	136905.08.04.02.08.0	62EM10	ESAX22008D	\$220,368
	526282.01.08.15	62EM50	ESAX22008D	\$840
	524238.08.01.01.03	62ES23	EXCX22008D	\$53,094
	769347.05.08.17.01.0	62ES23	EXCX22008D	\$1,250
	401769.06.08.02.04.0	62ES23	EXCX22008D	\$150,000
	401769.06.08.02.04.0	62ES23	EXCX22008D	\$794,039
	522632.08.01.01	62ES23	EXCX22008D	\$9,331
	604746.01.01.01.22.0	62ET30	ESAX22008D	\$25,000
	253225.04.03.01.02.0	62ET10	ESAX22008D	\$25,000
	136905.08.05.12.02.0	62EV35	ESAX22008D	\$126,852
	136905.08.05.12.02.0	62EM30	ESAX22008D	\$53,443
	136905.08.05.12.02.0	62EM40	ESAX22008D	\$40,051
	136905.08.05.12.03.0	62EM30	ESAX22008D	\$352
	136905.08.05.08.04.0	62EV35	ESAX22008D	\$34,946
	136905.08.05.12.02.0	62EM30	ESAX22008D	\$960
	136905.08.05.12.02.0	62EM30	ESAX22008D	\$2,202
	136905.08.05.12.02.0	62EM40	ESAX22008D	\$4,940

	136905.08.05.12.07.0	62EM30	ESAX22008D	\$1,580
	401769.06.03.03.02.0	62ES43	EXCX22008D	\$2,948
	401769.06.08.02.04.0	62ES43	EXCX22008D	\$230,501
	401769.06.08.02.04.0	62ES23	EXCX22008D	\$213,901
	401769.06.08.02.04.0	62ES23	EXCX22008D	\$300,000
	197009.10.02.01.07	62ES31	EXCX22008D	\$1,700
	510505.04.08.01.17	62ES61	ESAX22008D	\$920
	136905.02.04.08.06	62EV33	ESAX22008D	\$27,326
	136905.08.04.01.08.0	62ER32	ESAX22008D	\$4,000
	253225.04.03.01.02.0	62ER32	ESAX22008D	\$26,578
	522094.08.01.01.03.0	62ER33	EXCX22008D	\$6,960
	253225.04.03.01.02.0	62ER32	ESAX22008D	\$11,288
	136905.08.05.10.03.0	62ET10	ESAX22008D	\$7,080
	136905.08.05.12.01.0	62EM10	ESAX22008D	\$29,510
	136905.08.05.12.04.0	62EM30	ESAX22008D	\$9,503
	136905.08.05.10.03.0	62ET10	ESAX22008D	\$16,039
4200268113	892182.01.08.0863.01	62ES23	EXCX22008R	\$82,217
	892182.01.08.0846.01	62ES23	EXCX22008R	\$4,625
	892182.01.08.0862.01	62ES23	EXCX22008R	\$22,578
	892182.01.08.0858.01	62ES23	EXCX22008R	\$43,253
	892182.01.08.0859.01	62ES23	EXCX22008R	\$43,253
	892182.01.08.0860.01	62ES23	EXCX22008R	\$43,253
	604746.01.01.01.22.08	62ET30	ESAX22008D	\$148,000
	524238.08.01.01.03	62ET10	EXCX22008D	\$66,219
	136905.08.05.12.01.08	62JP30	ESAX22008D	\$400,000
	892182.01.08.0894.01	62ES23	EXCX22008R	\$92,507
	769347.05.08.17.01.01	62ES23	EXCX22008D	\$21,000
	182306.06.03.08	62ES23	ESAX22008D	\$124,640
	892182.01.08.0895.01	62ES23	EXCX22008R	\$185,014
	136905.08.05.12.01.08	62JP30	ESAX22008D	\$100,000
	892182.01.08.0832.01	62ES23	EXCX22008R	\$23,127
	698671.04.08.08.29	62VP01	ESAX22008D	\$1,760
4200268537	136905.10.30.20.24	62ET40	ESAX22008D	\$96,000
4200268898	892182.01.08.07.071P	62EM50	EXCX22007R	\$6,876
	378289.02.05	62EM50	ESAX22008D	\$17,084
	892182.01.08.06.0754	62EM50	EXCX22007R	\$998
	892182.01.08.06.0702	62EM50	EXCX22007R	\$7,878
	136905.08.04.02.08.0	62EM10	ESAX22008D	\$1,570
	750271.09.01.08	62EM10	EXCX22008D	\$1,000
	892182.01.08.0870.01	62EM50	EXCX22008R	\$1,569
	892182.01.08.06.0733	62EM50	EXCX22007R	\$550
	892182.01.08.07.072L	62EM50	EXCX22007R	\$915
	892182.01.08.06.0792	62EM50	EXCX22007R	\$370
			TOTAL	\$3,985,537

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-5 (Mod 14)	B-5 (Mod 15)

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 \$ 16,821,865. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: February 28, 2009.

(b) An additional amount of \$ 423,684 is obligated under this contract for payment of fee.

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	(b)(4)		
Total Sum Allotted:	(b)(4)		

(End of Clause)