

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3
2. AMENDMENT/MODIFICATION NO. 000101	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200433187	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.		
		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				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:	\$2,822,671.00	
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) 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 \$4,519,380.				
The Potential Award Fee remains unchanged at (b)(4)				
The Total Fee remains unchanged at (b)(4)				
The Contract Value remains unchanged at \$154,989,471.				
Total Funding Allotted increases from \$123,384,219 by \$2,822,671 to \$126,206,890.				
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)		
		Lizette M Kummer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)			5/18/12	
		(Signature of Contracting Officer)		

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$2,822,671 increasing the Total Funding Allotted from \$123,384,219 to \$126,206,890. The contractor provided an estimated funded through date of September 28, 2012, in an email dated May 16, 2012.
2. Update clause NFS 1852.216-76 "Award Fee for Service Contract (APR 2012)."

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)		\$4,519,380	(b)(4)		\$154,989,471	\$123,384,219
This Mod			\$0			\$0	\$2,822,671
Revised Total			\$4,519,380			\$154,989,471	\$126,206,890

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

CMM Item #	WBS	Amount	PR
137	62ZP12/6100.2511/62/FC000000/199008.02.08.53.VP2G/.12/000/2510/62/CASX12012R/CASP/1/2	\$14,000	4200433187 Item# 001
138	62ER42/6100.2511/62/FC000000/585777.02.40.04.03.1/0/000/2510/62/EXPX22012D/719V/1/2	\$92,750	4200433187 Item# 002
139	62ZP02/6100.2511/62/FC000000/645454.01.08.05/000/2510/62/SPTX22012D/334L/2/3	\$1,000	4200433187 Item# 002
140	62ER33/6100.2511/62/FC000000/645454.01.08.05/000/2510/62/SPTX22012D/334L/3/4	\$11,980	4200433187 Item# 002
141	62ET02/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/2/3	\$15,850	4200433187 Item# 004
142	62ET10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/3/161	\$170,881	4200433187 Item# 004
143	62ET60/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/4/162	\$12,414	4200433187 Item# 004
144	62EV41/6100.2511/62/FC000000/432938.09.01.08.12.2/5/000/2510/62/CASX12012D/361N/1/2	\$39,460	4200433187 Item# 004
145	62ER42/6100.2511/62/FC000000/585777.02.40.04.03.1/0/000/2510/62/EXPX22012D/719V/1/2	\$25,000	4200433187 Item# 006
146	62ET02/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/2/3	\$124,778	4200433187 Item# 006
147	62AS20/6100.2511/62/FC000000/097596.08.01.03.88/000/2510/62/CECX62011D/769Z/3/237	\$9,488	4200433187 Item# 006
148	62ET30/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12012D/361N/1/2	\$25,276	4200433187 Item# 007
149	62ET02/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/1/2	\$15,850	4200433187 Item# 009
150	62ES43/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/1/2	\$68,825	4200433187 Item# 010
151	62ET30/6100.2511/62/FC000000/869021.04.08.01.13/000/2510/62/CASX12012D/512F/1/43	\$39,908	4200433187 Item# 011
153	62ER35/6100.2511/62/FC000000/585777.08.10.10.20.2/0/000/2510/62/EXPX22012D/719V/3/45	\$6,921	4200433187 Item# 011
154	62ER42/6100.2511/62/FC000000/585777.02.40.04.03.1/0/000/2510/62/EXPX22012D/719V/4/46	\$40,000	4200433187 Item# 011
155	62ES31/6100.2511/62/FC000000/199008.02.08.51.VP2G/.12/000/2510/62/CASX12012R/CASP/5/47	\$1,191	4200433187 Item# 011
156	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/6/431	\$734,597	4200433187 Item# 011
157	62ET40/6100.2511/62/FC000000/432938.08.01.08.09.0/1/000/2510/62/CASX12012D/361N/1/504	\$2,000	4200433187 Item# 013
158	62ET60/6100.2511/62/FC000000/432938.11.01.08.39/000/2510/62/CASX12012D/361N/1/545	\$3,000	4200433187 Item# 014
159	62EM10/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/2/546	\$13,000	4200433187 Item# 014
160	62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12012D/361N/1/586	\$40,000	4200433187 Item# 015
161	62EM20/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/627	\$160,000	4200433187 Item# 016
162	62EM50/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/668	\$100,000	4200433187 Item# 017
164	62ET02/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22012D/734A/2/875	\$9	4200433187 Item# 020
165	62ET10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/3/876	\$21,224	4200433187 Item# 020
166	62EV41/6100.2511/62/FC000000/432938.09.01.08.12.2/5/000/2510/62/CASX12012D/361N/1/874	\$4,245	4200433187 Item# 020

167	62EV41/6100.2511/62/FC000000/432938.09.01.08.12.2/5/000/2510/62/CASX12012D/361N/1/956	\$15,112	4200433187 Item# 022
168	62ET02/6100.2511/62/FC000000/585777.08.20.01.02/000/2510/62/EXPX22012D/719V/2/957	\$260,000	4200433187 Item# 022
169	62ET02/6100.2511/62/FC000000/585777.08.30.33/000/2510/62/EXPX22012D/719V/3/958	\$204,000	4200433187 Item# 022
170	62ET02/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/4/959	\$10,576	4200433187 Item# 022
171	62ET10/6100.2511/62/FC000000/585777.08.30.33/000/2510/62/EXPX22012D/719V/5/960	\$3,019	4200433187 Item# 022
172	62ET10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/6/961	\$33,230	4200433187 Item# 022
173	62ER24/6100.2511/62/FC000000/182603.01.08.02/000/2510/62/SPTX22012D/334L/1/997	\$9,188	4200433187 Item# 023
174	62ER24/6100.2511/62/FC000000/645454.01.08.04.02/000/2510/62/SPTX22012D/334L/2/998	\$22,930	4200433187 Item# 023
175	62ES21/6100.2511/62/FC000000/869021.05.08.09.04/000/2510/62/CASX12012D/512F/3/999	\$52,000	4200433187 Item# 023
176	62ES23/6100.2511/62/FC000000/921179.01.08.11.ER4D/12/000/2510/62/CASX12012R/CASP/4/1000	\$8,067	4200433187 Item# 023
177	62ET02/6100.2511/62/FC000000/432938.11.01.08.31/000/2510/62/CASX12012D/361N/5/1001	\$65,000	4200433187 Item# 023
178	62ES23/6100.2511/62/FC000000/645454.01.08.05/000/2510/62/SPTX22012D/334L/6/1002	\$270,000	4200433187 Item# 023
179	62ZP22/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22012D/913K/7/1003	\$13,681	4200433187 Item# 023
180	62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22012D/733B/8/1004	\$32,221	4200433187 Item# 023
181	62EM60/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/709	\$30,000	4200433187 Item# 018
182	62ET60/6100.2511/FC000000/573754.01.01.03.08.0/1/000/2510/62/EXPX22012D/719V	\$0	4200433187 Item# 011
Total		\$2,822,671	

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-3/B.4	B-3/ B.4 (Mod 101)
B-4/B.5 (Mod 100)	B-4/B.5 (Mod 101)

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

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)

(a) The IDIQ portion of this contract is only applicable to the work described in Attachment J-1, PWS 3.0, Indefinite Delivery/Indefinite Quantity (IDIQ). This work will be authorized via Task Orders (TO) issued by the Contracting Officer (CO) in accordance with Clauses H.4, H.5, and H.6.

(b) This clause establishes the minimum and maximum quantity values including cost and award fees for each IDIQ CLIN of the contract as set forth in Table B-3 below.

TABLE B-3 IDIQ MINIMUM AND MAXIMUM VALUES

IDIQ CLIN	CONTRACT PERIOD	MINIMUM QUANTITY	MAXIMUM QUANTITY
1	Base (Year 1)	(b)(4)	
2	Option 1 (Year 2)		
3	Option 2 (Year 3)		
4	Option 3 (Year 4)		
5	Option 4 (Year 5)		

(c) Government task orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the Mission Services CLINs.

(d) The establishment of this IDIQ portion of the contract does not inhibit the Government's right to later award separate contracts for similar or related services.

(e) The actual estimated cost and fee values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clauses H.2 and H.3. A reconciling unilateral modification to the contract will be periodically issued that reflects the current task order summation value in Clause B.2.

(End of Clause)

B.4 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (APR 2012)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6* months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6* months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with MSFC Award Fee Evaluation (An internal Government document to be provided to the Contractor within 30 days after Contract award, along with Areas of Emphasis). The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The payment office designated in Clause G.2, Submission of Vouchers for Payment, will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The Contracting Officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve shall not exceed 15 percent of the contract's total potential award fee or \$100,000, whichever is less.

(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. If applicable, 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 \$121,208,331. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through September 28, 2012.

(b) An additional amount of \$4,998,559 is obligated under this contract for payment of fee.

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	\$4,519,379	\$0	\$4,519,379
Total Sum Allotted:	\$123,384,219	\$2,822,671	\$126,206,890

(End of Clause)