

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
000105	See Block 16C	4200442280			
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	MSFC	Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1538 Fax: (256) 544-5028		MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
INFOPRO CORPORATION Attn: Larry Lawson 6705 ODYSSEY DR HUNTSVILLE AL 35806-2300			(x)		
			9B. DATED (SEE ITEM 11)		
			x		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA20C		
			10B. DATED (SEE ITEM 13)		
CODE	0AFL2	FACILITY CODE	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: \$2,331,747.00
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) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 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 \$155,033,922.
Total Funding Allotted increases from \$131,197,642 by \$2,331,747 to \$133,529,389.

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)			7-18-12
		(Signature of Contracting Officer)	

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$2,331,747 increasing the Total Funding Allotted from \$131,197,642 to \$133,529,389. The contractor provided an estimated funded through date of December 24, 2012, in an email dated July 17, 2012.

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

	Negotiated Estimated Cost	Provisional Estimated Cost	Award Fee Earned	Potential Award Fee	Total Fee	Contract Value	Total Funding Allotted
	(a)	(b)	(c)	(d)	(c+d)	(a+b+c+d)	
Previous	(b)(4)		\$4,519,380	(b)(4)		\$155,033,922	\$131,197,642
This Mod			\$0			\$0	\$2,331,747
Revised Total			\$4,519,380			\$155,033,922	\$133,529,389

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

CMM Item #	WBS	Amount	PR
258	62ET02/6100.2511/62/FC000000/432938.11.01.08.31/000/2510/62/CASX12012D/361N/1/2	\$88,908	4200442280 Item# 001
259	62ET10/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/1/2	\$180,000	4200442280 Item# 002
260	62ET10/6100.2511/62/FC000000/813188.01.08.04/000/2510/62/SPTX22012D/334L/2/124	\$10,854	4200442280 Item# 002
261	62ET10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/2/44	\$5,000	4200442280 Item# 003
262	62ET02/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/1/43	\$50,000	4200442280 Item# 003
263	62ET01/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/1/84	\$20,714	4200442280 Item# 004
264	62ET10/6100.2511/62/FC000000/921179.01.08.17.EM67/.12/000/2510/62/CASX12012R/CASP/2/85	\$632	4200442280 Item# 004
265	62ER24/6100.2511/62/FC000000/725932.08.01.02.01/000/2510/62/EXCX22012D/421A/3/86	\$136	4200442280 Item# 004
266	62ET60/6100.2511/62/FC000000/585777.08.10.10.10/0/000/2510/62/EXPX22012D/719V/4/201	\$1,130	4200442280 Item# 004
267	62ET01/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/1/124	\$7,573	4200442280 Item# 005
268	62ET01/6100.2511/62/FC000000/736466.05.01.08.20.0/1/000/2510/62/CASX12012D/361N/1/164	\$10,585	4200442280 Item# 006
269	62EM50/6100.2511/62/FC000000/432938.08.01.08.09.0/3/000/2510/62/CASX12012D/361N/1/2	\$5,500	4200442280 Item# 007
270	62ES23/6100.2511/62/FC000000/585777.08.50.50.10/000/2510/62/EXPX22012D/719V/1/43	\$341,000	4200442280 Item# 008
271	62EM32/6100.2511/62/FC000000/921179.01.08.16.EM67/.12/000/2510/62/CASX12012R/CASP/2/44	\$5,296	4200442280 Item# 008
272	62ER23/6100.2511/62/FC000000/432938.08.01.08.09.0/1/000/2510/62/CASX12012D/361N/3/45	\$15,000	4200442280 Item# 008
273	62ET30/6100.2511/62/FC000000/869021.04.08.01.13.0/4/000/2510/62/CASX12012D/512F/4/46	\$12,769	4200442280 Item# 008
274	62ER35/6100.2511/62/FC000000/585777.08.10.10.20.2/0/000/2510/62/EXPX22012D/719V/5/123	\$9,973	4200442280 Item# 008
275	62ER23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/6/355	\$400,088	4200442280 Item# 008
276	62ET10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/7/356	\$10,000	4200442280 Item# 008
277	62SF01/6100.2511/62/FC000000/585777.01.10.10/000/2510/62/EXPX22012D/719V/8/357	\$100,000	4200442280 Item# 008
278	62EM32/6100.2511/62/FC000000/585777.08.30.01.62.0/9/000/2510/62/EXPX22012D/719V/2/85	\$32,385	4200442280 Item# 009
279	62EM50/6100.2511/62/FC000000/295670.01.08.01.03/000/2510/62/SPTX22012D/277J/3/86	\$1,626	4200442280 Item# 009
280	62EM40/6100.2511/62/FC000000/585777.08.30.01.62.0/9/000/2510/62/EXPX22012D/719V/4/87	\$2,089	4200442280 Item# 009
281	62ER42/6100.2511/62/FC000000/585777.02.40.04.03.1/0/000/2510/62/EXPX22012D/719V/5/88	\$79,488	4200442280 Item# 009
282	62ER35/6100.2511/62/FC000000/585777.08.30.01.62.0/6/000/2510/62/EXPX22012D/719V/6/89	\$901	4200442280 Item# 009
283	62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22012D/733B/7/390	\$97,243	4200442280 Item# 009
284	62ES23/6100.2511/62/FC000000/387873.04.01.02.08/000/2510/62/EXPX22012D/020U/8/391	\$1,678	4200442280 Item# 009
285	62ES23/6100.2511/62/FC000000/387873.05.08/000/2510/62/EXPX22012D/020U/9/392	\$631	4200442280 Item# 009
286	62EM32/6100.2511/62/FC000000/585777.02.33/000/2510/62/EXPX22012D/719V/10/393	\$3,995	4200442280 Item# 009
287	62ES23/6100.2511/62/FC000000/645454.01.08.05/000/2510/62/SPTX22012D/334L/11/394	\$400,000	4200442280 Item# 009
288	62EM41/6100.2511/62/FC000000/585777.08.10.10.10.0/1/000/2510/62/EXPX22012D/719V/1/84	\$1,863	4200442280 Item# 009
289	62ET50/6100.2511/62/FC000000/813188.01.08.04/000/2510/62/SPTX22012D/334L/1/359	\$5,756	4200442280 Item# 010
290	62ET30/6100.2511/62/FC000000/813188.01.08.04/000/2510/62/SPTX22012D/334L/1/400	\$14,355	4200442280 Item# 011
291	62ER50/6100.2511/62/FC000000/432938.09.01.08.12.0/7/000/2510/62/CASX12012D/361N/2/427	\$12,501	4200442280 Item# 012
292	62ET10/6100.2511/62/FC000000/921179.01.08.19.EM67/.12/000/2510/62/CASX12012R/CASP/3/863	\$26,548	4200442280 Item# 012
293	62ET10/6100.2511/62/FC000000/813188.01.08.04/000/2510/62/SPTX22012D/334L/1/2	\$65,723	4200442280 Item# 012

294	62EM50/6100.2511/62/FC000000/432938.08.01.08.09.0/3/000/2510/62/CASX12012D/361N/1/2	\$16,000	4200442280 Item# 013
295	62EM32/6100.2511/62/FC000000/585777.08.30.01.62.1/0/000/2510/62/EXPX22012D/719V/1/43	\$8,997	4200442280 Item# 014
296	62EM20/6100.2511/62/FC000000/585777.04.70.04.04.0/5/000/2510/62/EXPX22012D/719V/1/84	\$15,000	4200442280 Item# 015
297	62EM50/6100.2511/62/FC000000/921179.01.08.11.E587/.12/000/2510/62/CASX12012R/CASP/1/661	\$4,691	4200442280 Item# 016
298	62EM50/6100.2511/62/FC000000/921179.01.08.11.EM23/.12/000/2510/62/CASX12012R/CASP/2/662	\$373	4200442280 Item# 016
299	62EM50/6100.2511/62/FC000000/921179.01.08.11.ES5F/.12/000/2510/62/CASX12012R/CASP/1/702	\$3,417	4200442280 Item# 017
300	62EM50/6100.2511/62/FC000000/921179.01.08.11.EM72/.12/000/2510/62/CASX12012R/CASP/2/703	\$317	4200442280 Item# 017
301	62EM50/6100.2511/62/FC000000/921179.01.08.11.EM71/.12/000/2510/62/CASX12012R/CASP/3/704	\$1,817	4200442280 Item# 017
302	62EM10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/2/744	\$3,000	4200442280 Item# 018
303	62EM10/6100.2511/62/FC000000/833011.02.08.A4.FP01/.12/000/2510/62/CASX12012R/CASP/1/743	\$6,420	4200442280 Item# 018
304	62ET10/6100.2511/62/FC000000/750271.09.04.08.12/000/2510/62/EXCX22012D/734A/1/784	\$30,000	4200442280 Item# 019
305	62ER42/6100.2511/62/FC000000/585777.02.40.04.03.1/0/000/2510/62/EXPX22012D/719V/2/785	\$30,000	4200442280 Item# 019
306	62ET10/6100.2511/62/FC000000/921179.01.08.19.EM67/.12/000/2510/62/CASX12012R/CASP/3/786	\$10,799	4200442280 item# 019
307	62ET10/6100.2511/62/FC000000/750271.09.04.08.09/000/2510/62/EXCX22012D/734A/4/787	\$54,000	4200442280 Item# 019
308	62ET10/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22012D/734A/5/788	\$28,000	4200442280 Item# 019
309	62ER50/6100.2511/62/FC000000/432938.09.01.08.12.0/7/000/2510/62/CASX12012D/361N/3/83	\$3,375	4200442280 Item# 020
310	62ET10/6100.2511/62/FC000000/921179.01.08.19.EM67/.12/000/2510/62/CASX12012R/CASP/4/824	\$1,500	4200442280 Item# 020
311	62ES43/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/2/392	\$42,803	4200442280 Item# 021
312	62ES43/6100.2511/62/FC000000/387873.04.01.02.08/000/2510/62/EXPX22012D/020U/1/391	\$40,000	4200442280 item# 021
313	62ER50/6100.2511/62/FC000000/432938.09.01.08.12.0/7/000/2510/62/CASX12012D/361N/1/432	\$3,584	4200442280 Item# 022
314	62ET10/6100.2511/62/FC000000/921179.01.08.19.EM67/.12/000/2510/62/CASX12012R/CASP/2/1169	\$5,714	4200442280 Item# 022
TOTAL		\$2,331,747	

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 104)	B-4/B.5 (Mod 105)

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 \$128,281,465. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through December 24, 2012.

(b) An additional amount of \$5,247,924 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:	\$131,197,642	\$2,331,747	\$133,529,389

(End of Clause)