

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000111	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	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) Kelsey McDonald Email: kelsey.mcdonaldy@nasa.gov Telephone: (256) 544-3514 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)  
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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral Modification; NFS 1852.216-76 Award Fee for Service Contracts

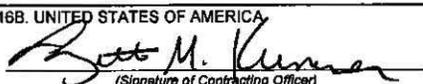
E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

The Total Negotiated Estimated Cost for the contract remains unchanged at (b)(4)  
The Total Provisional Estimated Cost remains unchanged at (b)(4)  
Total Award Fee Earned increases from \$4,519,380 by \$684,065 to \$5,203,445.  
The Total Potential Award Fee for the contract decreases from (b)(4) to (b)(4)  
The Total Fee decreases from (b)(4)  
The Total Contract Value decreases from \$155,580,215 by (\$67,655) to \$155,512,560.  
Total Funding Allotted remains unchanged at \$143,316,891.

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  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-19-12

A. The purpose of this Modification No. 111 is to incorporate Fee Period 9 (FP9), POP March 1, 2012- August 31, 2012, Earned Award Fee as identified in the Award Fee Performance Evaluation Letter dated November 7, 2012. The Award Fee (AF) earned for FP9 is \$684,065. The total Potential AF available for FP9 was (b)(4) leaving (b)(4) in unearned award fee.

B. Changes to the contract are as follows:

1. Update Clause B.2, 1852.216-85 ESTIMATED COST AND AWARD FEE, to include the evaluation period, the Maximum Potential Award Fee, and Award Fee Earned for FP9.
2. Update Table B-1, Estimated Cost and Award Fee, CLIN 5 FP9, to reduce "Total Maximum Potential Award Fee" from (b)(4) increase "Total Earned Award Fee" from \$0.00 to \$684,065 and decrease "Total Value" by (\$67,655). Thereby, the Overall Contract "Total Value" decreases from \$155,580,215 by (\$67,655) to \$155,512,560.
3. Update Clause B.5, 1852.232-81 CONTRACT FUNDING, to reduce the amount allotted to Estimated Cost from (b)(4) and reduce the amount allotted to Provisional Award Fee from (b)(4) in order to appropriately address funding for Fee Period 9.

C. A recapitulation of the contract value and funding 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)		\$155,580,215	\$143,316,891
This Mod			\$684,065			(\$67,655)	\$0
Revised Total			\$5,203,445			\$155,512,560	\$143,316,891

D. Purchase Request No./Accounting & Appropriation Data: N/A

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

<u>Pages/Section Deleted</u>	<u>Page/Sections Modified</u>
B-1/B.2 (Mod 100)	B-1/B.2 (Mod 111)
B-2/B.1 (Mod 109)	B-2/B.1 (Mod 111)
B-4/B.5 (Mod 109)	B-4/B.5 (Mod 111)

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

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 SERVICES TO BE FURNISHED AND TYPE OF CONTRACT**

(a) The Contractor shall provide all resources (except as expressly stated in the contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in Attachment J-1, entitled: "Marshall Engineering Technicians and Trades Support (METTS) Services."

(b) The services will be procured under two separate portions, Mission Services (MS) and Indefinite Delivery/Indefinite Quantity (IDIQ). The requirement is being procured on a cost-plus-award-fee basis. The contract and supporting data are organized as shown below:

(1) The Mission Services portion covers work identified in 1.0 – 2.0 of the PWS. Project management and administrative resources necessary to manage both the Mission and the IDIQ contract portions are covered in the Mission Services.

(2) IDIQ task orders will be used to procure those services identified in WBS 3.0 of the PWS that cannot be predetermined or quantified in advance.

(End of Clause)

**B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)**

(a) The total estimated cost of this contract is \$ [See Table B-1 below]. The total award fee for this contract is \$ [See Table B-1 below].

(b) The amount of award fee earned as identified in this clause, paragraph (c), is common fee to be shared between the Contractor and its teammate/major subcontractor (b)(4). The amounts shown by evaluation period in this clause, paragraph (c) are the maximum award fees allowed the Contractor and identified subcontractors. As award fee is earned for each evaluation period, the contract values delineated in paragraph (c) will be adjusted to reflect the difference between maximum potential award fee and award fee earned. The following is a record of the maximum potential award fee that was available for each period and the award fee earned:

EVALUATION PERIOD	MAXIMUM POTENTIAL AWARD FEE	AWARD FEE EARNED
03/01/2008 – 08/31/2008	(b)(4)	\$239,965
09/01/2008 - 02/28/2009	(b)(4)	\$344,441
03/01/2009 - 08/31/2009	(b)(4)	\$495,267
09/01/2009 – 02/28/2010	(b)(4)	\$453,975
03/01/2010 – 08/31/2010	(b)(4)	\$456,712
09/01/2011 - 02/28/2011	(b)(4)	\$790,187
03/01/2011-08/31/2011	(b)(4)	\$814,540
09/01/2011-02/29/2012	(b)(4)	\$675,617
03/01/2012-08/31/2012	(b)(4)	\$684,065

(c) Table B-1 reflects the contract values of individual contract line items (CLINs) and is set forth below:

**TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)**

CLIN	PERIOD COVERED	MISSION SERVICES		IDIQ TASK ORDERS		TOTAL				
		ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL PROVISIONAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE
1	<b>BASE YEAR</b>									
	Fee Period 1*, **	(b)(4)						\$321,839	\$8,439,158	
	Fee Period 2*, **							\$445,609	\$12,597,605	
	Total Base							\$767,448	\$21,036,663	
<b>OPTION YEAR 1</b>										
2	Fee Period 3*	(b)(4)						\$495,267	\$14,215,181	
	Fee Period 4*, **							\$519,609	\$12,718,070	
	Total Option 1							\$1,014,876	\$26,933,251	
3	<b>OPTION YEAR 2</b>									
	Fee Period 5*	(b)(4)						\$456,712	\$13,436,179	
	Fee Period 6*							\$790,187	\$22,088,907	
	Total Option 2							\$1,246,899	\$35,525,086	
<b>OPTION YEAR 3</b>										
4	Fee Period 7*	(b)(4)						\$814,540	\$20,046,233	
	Fee Period 8*							\$675,617	\$17,055,780	
	Total Option 3							\$1,490,157	\$37,102,013	
5	<b>OPTION YEAR 4</b>									
	Fee Period 9*	(b)(4)						\$684,065	\$17,700,534	
	Fee Period 10*							\$0	\$17,215,013	
	Total Option 4							\$684,065	\$34,915,547	
<b>Overall Contract</b>	\$5,203,445							\$155,512,560		

\* 6-month evaluation periods

\*\* The Amounts for Fee Period 1, 2, and 4 include fee negotiated for Cost Growths after the determination for the award fee for that period.

(a) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

(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 \$137,721,672. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: February 28, 2013.

(b) An additional amount of \$5,595,219 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	\$684,065	\$5,203,444
Total Sum Allotted:	\$143,316,891	\$0	\$143,316,891

(End of Clause)