

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000112	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) 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.	9B. DATED (SEE ITEM 11)	
CODE 0AFL2 FACILITY CODE		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: \$1,632,197.00
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Mod; FAR 52.216-18 Ordering; FAR 52.232-22 Limitation of Funds
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 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 increases from (b)(4) to (b)(4)
The Total Provisional Estimated Cost remains unchanged at (b)(4)
Total Award Fee Earned remains the same at \$5,203,445.
The Total Potential Award Fee for the contract increases from (b)(4) to (b)(4)
The Total Fee increases from (b)(4)
The Total Contract Value increases from \$155,512,560 by \$40,867 to \$155,553,427.
Total Funding Allotted increases from \$143,316,891 by \$1,632,197 to \$144,949,088.

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) STEVEN W. TATE, METTS GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lizette M Kummer
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 11-20-2012	16C. DATE SIGNED 11/20/2012

A. The purpose of this modification is to:

1. Incorporate the following Task Order Plan Revision listed below, for IDIQ services as proposed by the contractor and accepted by the Government on 11/15/2012. Update Table B-1, "Estimated Cost and Award Fee," where OY4 Contract Value increases from \$34,915,547 by \$40,867 to \$34,956,414.

Table of Task Order Proposal			
TOP No.	Cost	Fee	Total
3.18-2012-015 Rev 3	(b)(4)		
Totals			

2. For purposes of allocation of estimated cost and potential award fee the negotiated amount of (b)(4) has been further subdivided into fee period 10 as follows:

	FEE PERIOD 10	
	Estimated Cost	Potential Award Fee
Previous	(b)(4)	
This Mod		
Revised Total		

3. Incrementally fund the contract in the amount of \$1,632,197 increasing the Total Funding Allotted from \$143,316,891 to \$144,949,088. The contractor provided an estimated funded through date of February 28, 2013, in an email dated November 19, 2012. Update Table B.5, Estimated Cost and Total Sum Allotted.
4. Update Table J-7-4, Task Order by Reference – Option Year 4 (Contract Year 5) to incorporate the Task Order Plan Revision listed above.
5. Update Attachment J-19 DOD FORM DD254 Contract Security Classification and Specification to incorporate the signed form.

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
	(a)	(b)	(c)	(d)	(c+d)	(a+b+c+d)	Allotted
Previous	(b)(4)		\$5,203,445	(b)(4)		\$155,512,560	\$143,316,891
This Mod						\$40,867	\$1,632,197
Revised Total			\$5,203,445			\$155,553,427	\$144,949,088

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

CMM Item #	WBS	Amount	PR
547	62ET10/6100.2511/62/FC000000/585777.02.40.04.03.1/0/000/2510/62/EXPX22013D/719V/1/2	\$8,000	4200457261 Item# 001
548	62ES23/6100.2511/62/FC000000/921179.01.08.11.ES17/.13/000/2510/62/CASX22013R/CASP/2/3	\$4,337	4200457261 Item# 001

549	62ES23/6100.2511/62/FC000000/921179.01.08.11.ES18/.13/000/2510/62/CASX22013R/CASP/3/4	\$8,672	4200457261 Item# 001
550	62ES23/6100.2511/62/FC000000/401769.06.03.03.02.07/000/2510/62/EXCX22013D/733B/4/5	\$20,119	4200457261 Item# 001
551	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22013D/733B/5/6	\$357,971	4200457261 Item# 001
552	62ES43/6100.2511/62/FC000000/585777.08.30.01.62.07/000/2510/62/EXPX22013D/719V/1/43	\$20,000	4200457261 Item# 002
553	62ES43/6100.2511/62/FC000000/387873.04.01.02.08/000/2510/62/EXPX22013D/806K/1/84	\$4,222	4200457261 Item# 003
554	62ET02/6100.2511/62/FC000000/401769.06.01.01.05/000/2510/62/EXCX22013D/733B/1/2	\$300,000	4200456781 Item# 001
555	62ES32/6100.2511/62/FC000000/401769.06.08.02.04.05/000/2510/62/EXCX22013D/733B/2/3	\$275	4200456781 Item# 001
556	62ET02/6100.2511/62/FC000000/585777.08.10.33/000/2510/62/EXPX22013D/719V/2/3	\$155,000	4200456781 Item# 002
557	62ET02/6100.2511/62/FC000000/736466.05.01.08.20.01/000/2510/62/CASX22013D/361N/3/122	\$52,560	4200456781 Item# 002
558	62ET30/6100.2511/62/FC000000/645454.01.08.04.03/000/2510/62/SPTX22013D/334L/1/2	\$40,898	4200456781 Item# 002
559	62EM50/6100.2511/62/FC000000/388443.05.05.04/000/2510/62/SCEX22013D/242A/1/2	\$2,170	4200456781 Item# 003
560	62EM60/6100.2511/62/FC000000/401769.06.03.07.02.02/000/2510/62/EXCX22013D/733B/1/43	\$60,000	4200456781 Item# 004
561	62ET10/6100.2511/62/FC000000/736466.05.01.08.10.01/000/2510/62/CASX22013D/361N/2/85	\$8,000	4200456781 Item# 005
562	62EM10/6100.2511/62/FC000000/833011.02.08.A4.FP01/.13/000/2510/62/CASX22013R/CASP/1/84	\$7,720	4200456781 Item# 005
563	62ZP12/6100.2511/62/FC000000/199008.02.08.53.VP2G/.12/000/2510/62/CASX12012R/CASP/1/2	\$31,000	4200456781 Item# 006
564	62ET10/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22013D/734A/1/2	\$300,000	4200456781 Item# 007
565	62ET10/6100.2511/62/FC000000/736466.05.01.08.20.01/000/2510/62/CASX22013D/361N/2/83	\$83,822	4200456781 Item# 007
566	62ET10/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22012D/734A/3/84	\$70,197	4200456781 Item# 007
567	62ET10/6100.2511/62/FC000000/813188.01.08.04/000/2510/62/SPTX22012D/334L/1/2	\$1,767	4200456781 Item# 008
568	62ET10/6100.2511/62/FC000000/736466.05.01.08.20.01/000/2510/62/CASX22013D/361N/1/2	\$38,096	4200456781 Item# 009
569	62ET10/6100.2511/62/FC000000/921179.01.08.11.ET83/.12/000/2510/62/CASX12012R/CASP/2/3	\$1,508	4200456781 Item# 009
570	62ET10/6100.2511/62/FC000000/736466.05.01.08.20.01/000/2510/62/CASX22013D/361N/1/43	\$38,096	4200456781 Item# 010
571	62EM42/6100.2511/62/FC000000/228556.01.08/000/2510/62/SPTX22013D/277J/2/3	\$15,625	4200456781 Item# 011
572	62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX12012D/046A/1/43	\$2,142	4200456781 Item# 012
Total		\$1,632,197	

D. The following pages/sections are deleted in their entirety and the attached revised pages/sections are substituted in lieu thereof. Slip- Sheets to the contract are provided with sidebars indicating change.

Pages/Section Deleted	Page/Section Modified
B-2/Table B-1 (Mod 110)	B-2/Table B-1 (Mod 112)
B-4/B.5 (Mod 111)	B-4/B.5 (Mod 112)
J-7-4-1, J-7-4-2 (Mod 110)	J-7-4-1, J-7-4-2 (Mod 112)
J-19-1, J-19-2	J-19-1, J-19-2 (Mod 112)

E. In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract
Change Identification

Contractor
Proposal Number

Modification 112

TOP No.	Submitted Date
3.18-2012-015 Rev 3	11/15/2012
Totals	

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

Table B-1 Estimated Cost and Award Fee

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	BASE YEAR	(b)(4)								
	Fee Period 1*,**								\$321,839	\$8,439,158
	Fee Period 2*,**								\$445,609	\$12,597,605
	Total Base								\$767,448	\$21,036,663
2	OPTION YEAR 1									
	Fee Period 3*								\$495,267	\$14,215,181
	Fee Period 4*,**								\$519,609	\$12,718,070
	Total Option 1								\$1,014,876	\$26,933,251
3	OPTION YEAR 2									
	Fee Period 5*								\$456,712	\$13,436,179
	Fee Period 6*								\$790,187	\$22,088,907
	Total Option 2								\$1,246,899	\$35,525,086
4	OPTION YEAR 3									
	Fee Period 7*								\$814,540	\$20,046,233
	Fee Period 8*								\$675,617	\$17,055,780
	Total Option 3								\$1,490,157	\$37,102,013
5	OPTION YEAR 4									
	Fee Period 9*								\$684,065	\$17,700,534
	Fee Period 10*								\$0	\$17,255,880
	Total Option 4								\$684,065	\$34,956,414
Overall Contract									\$5,203,445	\$155,553,427

* 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 \$139,353,869. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through 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:	\$5,203,444	\$0	\$5,203,444
Total Sum Allotted:	\$143,316,891	\$1,632,197	\$144,949,088

(End of Clause)

**TASK ORDER BY REFERENCE
OPTION YEAR 4 CONTRACT YEAR 5 March 1, 2012-Feb 28, 2013**

Task Order No.	Rev	Mod #	Initiating Org	Description	Period of Performance	Estimated Cost	Maximum Potential Award Fee	Total Value
OY4#(Mod 82#)								
3.1-2012-027	0	82	EM10	Materials Testing Support	3/1/2012 - 2/28/2013	(b)(4)		\$795,988
3.2-2012-017	0	82	ET20	ETF/EFDTF Test Support	3/1/2012 - 2/28/2013		\$1,465,660	
3.3-2012-003	0	82	ET30	Structural Strength Test Support	3/1/2012 - 2/28/2013		\$578,758	
3.7-2012-022	0	82	EM50	Space Environmental Effects Test Support	3/1/2012 - 2/28/2013		\$471,793	
3.10-2012-016	0	82	ET50	Computer Aided Design Technician Support	3/1/2012 - 2/28/2013		\$351,648	
3.13-2012-021	0	82	EM40	Tool Crib Attendant Support	3/1/2012 - 2/28/2013		\$140,058	
3.7-2012-018	0	82	EM50	Impact Test Facility Support	3/1/2012 - 2/28/2013		\$217,449	
3.11-2012-023	0	82	EM60	MAPTIS Database Support	3/1/2012 - 2/28/2013		\$104,090	
3.1-2012-027	R1	95	EM10	Materials Testing Support	3/1/2012 - 2/28/2013		(\$642,351)	
3.2-2012-017	R1v1	95	ET20	ETF/EFDTF Test Support	3/1/2012 - 2/28/2013		(\$277,781)	
3.3-2012-003	R1v1	95	ET30	Structural Strength Test Support	3/1/2012 - 2/28/2013		\$265,126	
3.7-2012-022	R1	95	EM50	Space Environmental Effects Test Support	3/1/2012 - 2/28/2013		(\$161,029)	
3.10-2012-016	R1v1	95	ET50	Computer Aided Design Technician Support	3/1/2012 - 2/28/2013		(\$291,614)	
3.13-2012-021	R1v1	95	EM40	Tool Crib Attendant Support	3/1/2012 - 2/28/2013		(\$70,029)	
3.3-2012-004	0	95	ET40	Structural Dynamics Test Facility Technician Support	3/1/2012 - 2/28/2013		\$273,933	
3.4-2012-001	0v1	95	ES23	MSFC Mechanical Fabrication	3/1/2012 - 2/28/2013		\$1,806,633	
3.4-2012-002	0	95	ES23	ECLSS STaRs Support	3/1/2012 - 2/28/2013		\$1,889,948	
3.5-2012-008	0v1	95	ES43	Electrical Test, Fabrication, and Assembly Technician	3/1/2012 - 2/28/2013		\$460,292	
3.6-2012-006	0v1	95	ET02	Metrology and Calibration Services	3/1/2012 - 2/28/2013		\$1,696,344	
3.13-2012-030	0	95	EM32	Tool Crib Attendant Support	3/1/2012 - 2/28/2013		\$70,029	
3.14-2012-009	0	95	EM20	Non-Destructive Evaluations (NDE) Support	3/1/2012 - 2/28/2013		\$304,237	
3.14-2012-029	0	95	ZP21	Optical Replication Facility-B4747 and Stray Light	3/1/2012 - 2/28/2013		\$82,827	
3.16-2012-007	0v1	95	ET02	Valve and Component Refurbishment	3/1/2012 - 2/28/2013		\$1,058,224	
3.17-2012-028	0	95	ES61	Mechanical Leak Test Technician Support	3/1/2012 - 2/28/2013		\$59,465	
3.18-2012-012	0v1	95	ET02	Propellants and Pressurants Services	3/1/2012 - 2/28/2013		\$2,210,137	
3.18-2012-013	0v1	95	ET02	Mechanical Services	3/1/2012 - 2/28/2013		\$1,450,370	
3.18-2012-014	0v1	95	ET02	Control, Instrumentation, and Data Acquisition Services	3/1/2012 - 2/28/2013		\$2,082,260	
3.18-2012-015	0v1	95	ET02	Trade Services	3/1/2012 - 2/28/2013		\$1,747,217	
3.18-2012-024	0	95	ER22	Control, Instrumentation, and Data Acquisition Services	3/1/2012 - 2/28/2013		\$306,355	
3.19-2012-019	0	95	EM40	EM40 Planner/Coordinator Support	3/1/2012 - 2/28/2013		\$81,534	
3.19-2012-020	0	95	ES01	Safety, Health and Environmental	3/1/2012 - 2/28/2013		\$506,819	
3.19-2012-025	0v1	95	ES01	METTS Contract OT Support	3/1/2012 - 2/28/2013	\$708,245		
3.19-2012-026	0v1	95	ES01	Operations and Direct Material Support	3/1/2012 - 2/28/2013	\$9,879,841		
3.16-2012-007	1	98	ET02	Valve and Component Refurbishment	4/9/2012-2/28/2013	\$51,193		
3.18-2012-012	1	98	ET02	Propellants and Pressurants Services	4/16/2012-2/28/2013	\$331,860		
3.18-2012-015	1	98	ET02	Trade Services	4/16/2012-2/28/2013	\$279,569		
3.18-2012-014	1	99	ET03	Control, Instrumentation, and Data Acquisition Services	4/30/2012-8/31/2012	\$31,920		
3.5-2012-008	1	104	ES43	Electrical Test, Fabrication, and Assembly Technician	7/16/2012-12/31/2012	\$44,451		

3.4-2012-001	1	106	ES23	MSFC Mechanical Fabrication	08/13/2012-02/28/2013	(b)(4)	\$126,102	
3.16-2012-007	1a	106	ET02	Valve and Component Refurbishment	08/13/2012-02/28/2013		\$32,099	
3.18-2012-012	1a	106	ET02	Propellants and Pressurants Services	08/13/2012-02/28/2013		-\$175,889	
3.18/2012/013	1	106	ET02	Mechanical Services	08/01/2012-02/28/2013		\$67,154	
3.18-2012-015	2	106	ET02	Trade Services	07/23/2012-02/28/2013		\$258,658	
3.18-2012-014	1a	108	ET02	Control, Instrumentation, and Data Acquisition Services	10/01/2012-2/28/2013		\$40,760	
3.18-2012-012	1b	109	ET02	Propellants and Pressurants Services	10/22/2012-2/28/2013		\$33,651	
3.18-2012-013	2	109	ET02	Mechanical Services	10/22/2012-2/28/2013		\$73,920	
3.18-2012-014	2	109	ET02	Control, Instrumentation, and Data Acquisition Services	10/22/2012-2/28/2013		\$89,838	
3.2-2012-017	1	110	ET20	ETF/EFDTF Test Support	11/12/2012-2/28/2013		\$0	
3.18-2012-015	3	112	ET02	Trade Services	12/01/2012-02/28/2013		\$40,867	
							TOTALS:	\$30,948,629

J-7-4 (Mod 112)

DOD FORM DD254 CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)				a. FACILITY CLEARANCE REQUIRED Top Secret	
				b. LEVEL OF SAFEGUARDING REQUIRED Secret	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER NNM08AA20C		<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD) 11/12/2012	
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		<input type="checkbox"/>	b. REVISED (Supersedes all previous specs)	Revision No. DATE (YYYYMMDD)
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)	<input type="checkbox"/>	c. FINAL (Complete item 5 in all cases) DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under <u>N/A</u> (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE InfoPro Corporation 6705 Odyssey Drive Huntsville, AL 35806		b. CAGE CODE 0AFL2	c. COGNIZANT SECURITY OFFICE (Name, Address, and ZIP Code) Huntsville Field Office Defense Security Service (IOFSH) 1525 Perimeter Parkway, Suite 250 Huntsville, AL 35806		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and ZIP Code)		
8. ACTUAL PERFORMANCE					
a. LOCATION National Aeronautics & Space Administration George C. Marshall Space Flight Center Marshall Space Flight Center, AL 35812		b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE (Name, Address, and ZIP Code) Huntsville Field Office Defense Security Service (IOFSH) 1525 Perimeter Parkway, Suite 250 Huntsville, AL 35806		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Marshall Engineering Technical and Trade Services Contract (METTS)					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY/INFORMATION		X		l. OTHER (Specify)	
k. OTHER (Specify) FOUO/Sensitive But Unclassified (SBU)		X			

12. PUBLIC RELEASE. Any Information (Classified Or Unclassified) Pertaining To This Contract Shall Not Be Released For Public Dissemination Except As Provided By The Industrial Security Manual Or Unless It Has Been Approved For Public Release By Appropriate U.S. Government Authority. Proposed Public Releases Shall Be Submitted For Approval Prior To Release

Direct Through (Specify):

The COTR to the Public and Employee Communications Office, George C. Marshall Space Flight Center, Huntsville, AL 35812 for review; The Office of Public Affairs, NASA, Washington, DC 20546. For review/approval.

Subcontractors shall submit proposed public releases to the Prime Contractor for review and submissions to the COTR.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.

* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

1. Contractor performance is restricted to facilities specifically approved at George C. Marshall Space Flight Center.
2. Cleared personnel access shall be kept to the minimum required to perform the task. The contractor shall submit cleared visit requests to the Protective Services Office/AS50; Marshall Space Flight Center; AL 35812
3. Security and classification guidance shall be provided by the sponsoring Government organization.
4. The guidance for safeguarding national security information contained in Marshall Procedures and Requirements (MPR) 1600.1, NASA Procedures and Requirements (NPR) 1600.2, and DoD 5220.22-M (National Industrial Security Operating Manual (NISOPM)) shall be followed.
5. Security incidents or violations shall be reported immediately through the COTR to the Manager, Protective Services Office, or Program Security designee at Marshall Space Flight Center, AL 35812, 256-544-5205.
6. The Prime contractor shall monitor subcontractors for Foreign Ownership, Control, or Influence (FOCI),

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

YES NO

Additional security requirements shall be followed as provided at the performance location by the Marshall Space Flight Center Program Security Office/ AS50.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

YES NO

Oversight and inspections for this activity shall be performed by the George C. Marshall Space Flight Center Protective Services Office/AS50. The Prime Contractor is responsible for incorporating any additional security requirements in subcontracts, as applicable. Prior approval must be granted by the CO.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL Michael D. Wilson		b. TITLE Manager, Protective Services Office		c. TELEPHONE (Include Area Code) 256-544-5205	
d. ADDRESS (Include Zip Code) Mail Stop: AS50, BLDG 4494 George C. Marshall Space Flight Center Huntsville, AL 35812			17. REQUIRED DISTRIBUTION		
e. SIGNATURE 			<input checked="" type="checkbox"/> a. CONTRACTOR		
			<input type="checkbox"/> b. SUBCONTRACTOR		
			<input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR		
			<input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION		
			<input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER		
			<input type="checkbox"/> f. OTHERS AS NECESSARY		