

2. AMENDMENT/MODIFICATION NO. 000113
 3. EFFECTIVE DATE 12/20/12
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)
 6. ISSUED BY CODE MSFC
 7. ADMINISTERED BY (If other than Item 6) CODE MSFC

NASA/Marshall Space Flight Center
 Procurement Office
 Marshall Space Flight Center AL 35812
 Kelsey McDonald
 Email: kelsey.mcdonaldy@nasa.gov
 Telephone: (256) 544-3514
 Fax: (256) 544-5028

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
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 NNM08AA20C
 10B. DATED (SEE ITEM 13)
 02/12/2008
 CODE OAF12 FACILITY CODE

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 data, 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:
 FAR 52.217-8 Option to Extend Services
 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)
 (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)
 (b)(4)
 The Total Fee increases from (b)(4)
 The Total Contract Value increases from \$155,553,427 by \$2,074,697 to \$157,628,124.
 Total Funding Allotted remains unchanged at \$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) Roxanne C Melton
 15B. CONTRACTOR OFFEROR
 15C. DATE SIGNED 12/20/12
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED 12/20/12

A. The purpose of this modification is to:

1. Extend the current contract Option Year 4 (Contract Year 5) period of performance (POP) ending February 28, 2013, for an additional six months beginning March 1, 2013, and ending August 31, 2013. The six month extension will add Fee Period 11 under CLIN 5 and increase the CLIN 5 Total Value from \$34,956,414 by \$2,074,697 to \$37,031,111. This action covers the Mission portion only. Task Orders under the IDIQ portion will be processed in a later modification.
2. Update Clause B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993) Table B-1, to reflect the contract value increase for the extension.
3. Update Clause B.6 MSFC 52.222-90 PREMIUMS FOR SCHEDULED OVERTIME (FEB 2001) to reflect the increase of Overtime for the extended period of performance.
4. Update Clause F.2 PERIOD OF PERFORMANCE to reflect the extended period of performance.
5. Update Clause I.12 52.216-18 ORDERING (OCT 1995) to reflect the extended period of performance.
6. Update Clause I.14 52.216-22 INDEFINITE QUANTITY (OCT 1995) to reflect the extended period of performance.
7. Update Attachment J-6, "Schedule of IDIQ Fully Burdened (Except-Fee) Not-to-Exceed (NTE) Labor Rates for Prime & Major Subcontractors," to require the application of Contract Year 5 rates during the extended period of performance.

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)		\$5,203,445	(b)(4)		\$155,553,427	\$144,949,088
This Mod			\$0			\$2,074,697	\$0
Revised Total			\$5,203,445			\$157,628,124	\$144,949,088

C. 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 Deleted/Updated	Sections Added/Revised
Section B	B-2 (Mod 112)	B-2 (Mod 113)
	B-5 (Mod 95)	B-5 (Mod 113)
Section F	F-1 (Mod 94)	F-1 (Mod 113)
Section I	I-14	I-14 (Mod 113)
	I-15	I-15 (Mod 113)
Section J	J-6-1 through J-6-7 (Mod 106)	J-6-1 through J-6-7 (Mod 113)

D. 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**

Modification No. 113

**Contractor
Proposal Number**

InfoPro Proposal: Mission Summary
Extension Proposal 11/19/12 V1

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

B.6 MSFC 52.222-90 PREMIUMS FOR SCHEDULED OVERTIME (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period:

Amount	Period
(b)(4)	Base Period
	Option 1
	Option 2
	Option 3
	Option 4

Note 1 - Overtime premium is defined herein as any payment (for both exempt and non-exempt employees) for time worked exceeding forty hours per week (alternate work schedules will be considered by NASA on a WBS basis). A work week of forty-one hours includes one hour of overtime premium, whether the employee was paid at time-and-a-half, straight time, compensatory time, or as an offset of an earlier thirty-nine hour work week (unless an alternate work schedule has been approved by NASA).

Note 2 - All overtime shall be coordinated with, and concurred in, by the COTR prior to work commencing.

(End of Clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G&A) Rate Ceiling (applicable to Mission and IDIQ portions):

InfoPro Corporation	(b)(4)	Period
(b)(4)		Base Period
		Option 1
		Option 2
		Option 3
		Option 4

(b) It is mutually agreed that when indirect cost rate ceilings are specified, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order (Alternate I)	APR 1984
52.247-34	FOB Destination	NOV 1991

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be March 1, 2008 through August 31, 2013. If applicable, the contract phase-in period shall be from February 11, 2008 through no later than February 29, 2008.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Contract Periods</u>	<u>Period of Performance</u>
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All periods fully executed as of March 1, 2012

F.3 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at George C. Marshall Space Flight Center, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit to the Government to an extension.

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(2) Is performed entirely outside the United States.

(End of clause)

I.12 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 1, 2008 through August 31, 2013, if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.13 52.216-19 ORDERING LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services under PWS paragraph 3.0 of this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$12,000,000;

(2) Any order for a combination of items in excess of \$41,600,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.14 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2013.

(End of Clause)

I.15 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)

As prescribed in 8.505, insert the following clause:

(a) Definitions.

"Bureau of Land Management", as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements –

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-

- (i) The name of the supplier;
- (ii) The amount of helium purchased;
- (iii) The delivery date(s); and

Pages 9 through 15 redacted for the following reasons:

(b)(4), Fully Burdened Labor Rates