

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000114	3. EFFECTIVE DATE 12/20/2012	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.	
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) Net Increase: \$1,145,302.00
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 _____ 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 remains unchanged at \$5,203,445.
The Total Potential Award Fee for the contract remains unchanged at (b)(4)
The Total Fee remains unchanged at (b)(4)
The Total Contract Value remains unchanged at \$157,628,124.
Total Funding Allotted increases from \$144,949,088 by \$1,145,302 to \$146,094,390.

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) Roxanne C Melton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Roxanne C Melton (Signature of Contracting Officer)	16C. DATE SIGNED 12/20/12

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$1,145,302 increasing the Total Funding Allotted from \$144,949,088 to \$146,094,390. The contractor provided an estimated funded through date of March 18, 2013 in an email dated December 20, 2012. Clause B.5, 1852.232-81 CONTRACT FUNDING, is revised to reflect this increase in funding.

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)		\$157,628,124	\$144,949,088
This Mod			\$0			\$0	\$1,145,302
Revised Total			\$5,203,445			\$157,628,124	\$146,094,390

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

CMM Item #	WBS	Amount	PR
573	62ES43/6100.2511/62/FC000000/401769.06.06.02.04/000/2510/62/EXCX22013D/733B/1/2	\$32,000	4200460946 Item# 001
574	62ES43/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22013D/733B/2/3	\$140,284	4200460946 Item# 001
575	62ES43/6100.2511/62/FC000000/432938.08.01.08.09.0/6.23/000/2510/62/CASX22013D/361N/2/44	\$57,000	4200460946 Item# 002
576	62ES23/6100.2511/62/FC000000/432938.08.01.08.09.0/6.20/000/2510/62/CASX22013D/361N/3/45	\$44,000	4200460946 Item# 002
577	62ES43/6100.2511/62/FC000000/585777.08.20.10.48.0/4/000/2510/62/EXPX22013D/719V/1/43	\$43,316	4200460946 Item# 002
578	62EM32/6100.2511/62/FC000000/585777.08.30.01.62.1/0/000/2510/62/EXPX22013D/719V/1/2	\$9,283	4200460946 Item# 003
579	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22013D/733B/2/3	\$57,347	4200460946 Item# 003
580	62ES23/6100.2511/62/FC000000/432938.08.01.08.09.0/5.08/000/2510/62/CASX22013D/361N/1/43	\$13,301	4200460946 Item# 004
581	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22013D/733B/2/44	\$289,387	4200460946 Item# 004
582	62ER41/6100.2511/62/FC000000/432938.08.01.08.09.0/6.17/000/2510/62/CASX22013D/361N/2/3	\$5,000	4200458661 Item# 001
583	62ET10/6100.2511/62/FC000000/996805.05.07.02/000/2510/62/SCEX22013D/242A/1/2	\$125	4200458661 Item# 001
584	62ET20/6100.2511/62/FC000000/401769.06.01.01.05/000/2510/62/EXCX22013D/733B/1/82	\$8,053	4200458661 Item# 003
585	62ET20/6100.2511/62/FC000000/921179.01.08.11.ER94/12/000/2510/62/CASX12012R/CASP/2/83	\$19,657	4200458661 Item# 003
586	62ET20/6100.2511/62/FC000000/921179.01.08.11.ER92/12/000/2510/62/CASX12012R/CASP/3/84	\$12,518	4200458661 Item# 003
587	62ET20/6100.2511/62/FC000000/469904.01.07.01/000/2510/62/SPTX22013D/277J/4/85	\$6,772	4200458661 Item# 003
588	62EM32/6100.2511/62/FC000000/921179.01.08.16.EM67/12/000/2510/62/CASX12012R/CASP/1/2	\$44,100	4200458661 Item# 004
589	62EM50/6100.2511/62/FC000000/921179.01.08.A2.EM30/13/000/2510/62/CASX22013R/CASP/1/2	\$70,000	4200458661 Item# 005
590	62EM50/6100.2511/62/FC000000/295670.01.08.01.20/000/2510/62/SPTX22013D/277J/1/43	\$6,000	4200458661 Item# 006
591	62EM20/6100.2511/62/FC000000/585777.04.70.04.04.0/5/000/2510/62/EXPX22013D/719V/1/84	\$18,000	4200458661 Item# 007
592	62EM10/6100.2511/62/FC000000/401769.06.01.01.05/000/2510/62/EXCX22013D/733B/1/125	\$60,000	4200458661 Item# 008
593	62ET40/6100.2511/62/FC000000/645454.01.08.04.02/000/2510/62/SPTX22012D/334L/1/2	\$3,500	4200458661 Item# 009
594	62ET40/6100.2511/62/FC000000/432938.09.01.08.13.2/4/000/2510/62/CASX22013D/361N/2/42	\$44,000	4200458661 Item# 009
595	62ES31/6100.2511/62/FC000000/199008.02.08.51.VP2G/12/000/2510/62/CASX12012R/CASP/1/2	\$500	4200458661 Item# 010
596	62ET10/6100.2511/62/FC000000/277385.04.02.08.01/000/2510/62/EXPX22012D/719V/2/42	\$77,741	4200458661 Item# 011
597	62ET02/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/CASX12012D/361N/1/2	\$90	4200458661 Item# 011
598	62ER22/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22013D/733B/1/2	\$3,328	4200458661 Item# 012
599	62ER22/6100.2511/62/FC000000/585777.08.20.10.48.0/4/000/2510/62/EXPX22013D/719V/1/2	\$80,000	4200458661 Item# 013
TOTAL		\$1,145,302	

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.

	<u>Pages Deleted/Updated</u>	<u>Sections Added/Revised</u>
Section B	B-4 (Mod 112)	B-2 (Mod 114)

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

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.

- (d) 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.
- (e) (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 \$140,449,000. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through March 18, 2013.

(b) An additional amount of \$5,645,390 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:	\$144,949,088	\$1,145,302	\$146,094,390

(End of Clause)