

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO 000084	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) Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1538 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		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 Net Increase: \$485,238.00

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 FAR 43.103 (a) (3) Reflect other agreements of the parties, 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.

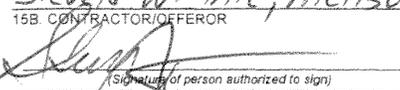
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Negotiated Estimated Cost remains unchanged at (b)(4)
 The Provisional Estimated Cost remains unchanged at (b)(4)
 Award Fee Earned remains unchanged at \$3,029,223.
 The Potential Award Fee remains unchanged at (b)(4)
 The Total Fee remains unchanged at (b)(4)
 The Contract Value remains unchanged at \$121,522,433.
 Total Funding Allotted increases from \$105,510,019 by \$485,238 to \$105,995,257.

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) STEVEN W. TATE, METS60M (Interim)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn C. Christy
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 9/14/11
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED 9/14/11
(Signature of person authorized to sign)	(Signature of Contracting Officer)

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$485,238 increasing the Total Funding Allotted from \$105,510,019 to \$105,995,257. The contractor provided an estimated funded through date of January 5, 2012, in an email dated September 13, 2011.
2. Update Clause I.26, "52.232-19 Availability of Funds for the Next Fiscal Year", update the performance period to read September 30, 2011.
3. Administratively correct the following:
 - a. Mod 83 – Page B-4, Contract Table B.5 updated Previous column to reflect appropriate totals.
 - b. Mod 83 – SF30 should read as follows:
 - i. The Potential Award Fee increases from (b)(4)
 - ii. The Contract Value increases from \$121,490,341 by \$32,092 to \$121,522,433.

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)		\$3,029,223	(b)(4)		\$121,522,433	\$105,510,019
This Mod			\$0			\$0	\$485,238
Revised Total			\$3,029,223			\$121,522,433	\$105,995,257

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

CMM Item #	WBS	Amount	PR
297	62ET10/6100.2511/62/FC000000/136905.01.10.02/000/2510/62/EXPX22011D/234A/1/2	\$2,428.00	4200407597 Item# 001
298	62ER33/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/2	\$1,658.00	4200407149 Item# 001
299	62ER33/6100.2511/62/FC000000/095240.04.14.01.01.0/8/000/2510/62/EXPX22011D/020U/2/3	\$8,654.00	4200407149 Item# 001
300	62ER33/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/2	\$1,625.00	4200407149 Item# 002
301	62ER33/6100.2511/62/FC000000/095240.04.14.01.01.0/8/000/2510/62/EXPX22011D/020U/2/42	\$2,675.00	4200407149 Item# 002
302	62ET40/6100.2511/62/FC000000/432938.11.01.08.31/000/2510/62/CASX12011D/361N/2/44	\$64,058.00	4200407564 Item# 002
303	62ET30/6100.2511/62/FC000000/432938.11.01.08.31/000/2510/62/CASX12011D/361N/1/43	\$35,942.00	4200407564 Item# 002
304	62ED04/6100.2511/62/FC000000/182306.06.01.08/000/2510/62/EXPX22011D/234A/1/2	\$3,018.00	4200407564 Item# 003
305	62ER21/6100.2511/62/FC000000/182306.06.01.08/000/2510/62/EXPX22011D/234A/2/3	\$2,012.00	4200407564 Item# 003
306	62EV44/6100.2511/62/FC000000/604746.02.22.03.01.0/1.08/000/2510/62/EXPX22011D/234A/3/4	\$12,070.00	4200407564 Item# 003
307	62EV91/6100.2511/62/FC000000/604746.02.22.03.01.0/1.08/000/2510/62/EXPX22011D/234A/4/5	\$4,023.00	4200407564 Item# 003
308	62VP33/6100.2511/62/FC000000/780896.04.01.01.08/000/2510/62/EXPX22011D/020U/5/6	\$17,299.00	4200407564 Item# 003
309	62VP30/6100.2511/62/FC000000/769347.05.08.16.01.0/1/000/2510/62/EXCX22011D/733B/6/7	\$8,046.00	4200407564 Item# 003
310	62ER24/6100.2511/62/FC000000/095240.01.08/000/2510/62/EXPX22011D/020U/7/8	\$15,287.00	4200407564 Item# 003
311	62ER24/6100.2511/62/FC000000/215133.02.01.01.08/000/2510/62/EXPX22011D/020U/8/9	\$20,115.00	4200407564 Item# 003
312	62VP33/6100.2511/62/FC000000/402600.04.06.08/000/2510/62/EXPX22011D/020U/9/10	\$3,352.00	4200407564 Item# 003
313	62VP33/6100.2511/62/FC000000/402600.04.03.08/000/2510/62/EXPX22011D/020U/10/11	\$671.00	4200407564 Item# 003
314	62ER24/6100.2511/62/FC000000/429698.04.01.01.08/000/2510/62/EXPX22011D/020U/11/12	\$16,092.00	4200407564 Item# 003
315	62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX12011D/046A/1/43	\$10,900.00	4200407564 Item# 004
316	62ET30/6100.2511/62/FC000000/869021.04.08.01.13.0/4/000/2510/62/CASX12011D/512F/2/367	\$116,198.00	4200407564 Item# 005
317	62ER21/6100.2511/FC000000/432938.11.01.08.31/000/2510/62/CASX12011D/361N	\$2,278.00	4200407564 Item# 005
318	62EM42/6100.2511/62/FC000000/921179.01.08.11.EM29/11/000/2510/62/CASX12011R/CASP/1/407	\$17,000.00	4200407564 Item# 006
319	62ER24/6100.2511/62/FC000000/095240.04.13.01.13.0/8/000/2510/62/EXPX22011D/020U/1/448	\$350.00	4200407564 Item# 007
320	62ER33/6100.2511/62/FC000000/136905.08.05.04.03.0/8.01/000/2510/62/EXPX22011D/234A/1/2	\$1,675.00	4200408592 Item# 002
321	62ES23/6100.2511/62/FC000000/921179.01.08.15.EM29/11/000/2510/62/CASX12011R/CASP/1/2	\$5,000.00	4200408198 Item# 001
322	62ES43/6100.2511/62/FC000000/921179.01.08.15.EM29/11/000/2510/62/CASX12011R/CASP/1/43	\$29,322.00	4200408198 Item# 002

323	62VP63/6100.2511/62/FC000000/141108.04.02.01.04/000/2510/62/SCEX22011D/196V/1/2	\$60,000.00	4200409061 Item# 001
324	62ET20/6100.2511/62/FC000000/921179.01.08.11.ER4C/.11/000/2510/62/CASX12011R/CASP/1/2	\$11,312.00	4200408530 Item# 001
325	62SF01/6100.2511/62/FC000000/604746.07.03.11.08.0/2/000/2510/62/EXPX22011D/234A/1/2	\$688.00	4200408530 Item# 003
326	62ET10/6100.2511/62/FC000000/921179.01.08.11.ET61/.11/000/2510/62/CASX12011R/CASP/1/2	\$7,111.00	4200408530 Item# 004
327	62ET02/6100.2511/62/FC000000/921179.01.08.11.ET4H/.11/000/2510/62/CASX12011R/CASP/1/2	\$4,379.00	4200408530 Item# 005
Total		\$485,238.00	

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 83)	B-4/B.5 (Mod 84)
I-28/ I.26 (Mod 60)	I-28/ I.26 (Mod 84)

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 \$101,185,820. 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 31, 2011.

(b) An additional amount of \$4,324,199 is obligated under this contract for payment of fee.

Inc. Funding	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	\$3,029,222	\$0	\$3,029,222
Total Sum Allotted:	\$101,031,040	\$4,478,979	\$105,510,019

(End of Clause)

(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 \$101,656,531. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through January 5, 2012.

(b) An additional amount of \$4,338,726 is obligated under this contract for payment of fee.

Inc. Funding	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$3,029,222	\$0	\$3,029,222
Total Sum Allotted:	\$105,510,019	\$485,238	\$105,995,257

(End of Clause)

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(a) *Use revocation.* At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(b) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

(End of Clause)

I.26 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]