

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000089	3. EFFECTIVE DATE	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.	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)  
See Schedule Net Increase: \$401,036.00

**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 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 0 copies to the issuing office.

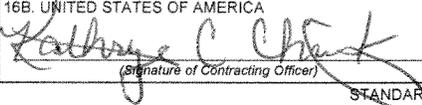
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

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 \$120,726,593.  
Total Funding Allotted increases from \$106,098,907 by \$401,036 to \$106,499,943.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn C. Christy	
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/19/11

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$401,036 increasing the Total Funding Allotted from \$106,098,907 to \$106,499,943. The contractor provided an estimated funded through date of January 8, 2012, in an email dated October 18, 2011.

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)		\$120,726,593	\$106,098,907
This Mod			\$0			\$0	\$401,036
Revised Total			\$3,029,223			\$120,726,593	\$106,499,943

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

CMM Item #	WBS	Amount	PR
340	62EM32/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22011D/234A/1/2	\$12,611.00	4200411414 Item# 001
341	62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX12012D/046A/1/2	\$31,960.00	4200411538 Item# 001
342	62ET20/6100.2511/62/FC000000/359257.01.05.01/000/2510/62/CASX12012D/046A/1/84	\$31,960.00	4200411538 Item# 002
343	62ET20/6100.2511/62/FC000000/921179.01.08.15.EM67/.12/000/2510/62/CASX12012R/CASP/1/2	\$14,590.00	4200412889 Item# 001
344	62ET60/6100.2511/62/FC000000/921179.01.08.17.EM67/.12/000/2510/62/CASX12012R/CASP/2/42	\$44,091.00	4200412889 Item# 002
345	62ET60/6100.2511/62/FC000000/921179.01.08.18.EM67/.12/000/2510/62/CASX12012R/CASP/3/43	\$127,208.00	4200412889 Item# 002
346	62ET60/6100.2511/62/FC000000/585777.08.30.95.62/000/2510/62/EXPX22012D/719V/1/2	\$11,044.00	4200412889 Item# 002
347	62VP61/6100.2511/62/FC000000/509496.02.08.03.70/000/2510/62/SCEX22011D/728A/1/2	\$3,000.00	4200412889 Item# 003
348	62ER33/6100.2511/62/FC000000/585777.08.30.95.62/000/2510/62/EXPX22012D/719V/1/2	\$2,000.00	4200412889 Item# 004
349	62ER33/6100.2511/62/FC000000/585777.08.30.95.62/000/2510/62/EXPX22012D/719V/1/43	\$1,000.00	4200412889 Item# 005
350	62ET60/6100.2511/62/FC000000/921179.01.08.17.EM67/.12/000/2510/62/CASX12012R/CASP/1/82	\$9,558.00	4200412889 Item# 006
351	62ET60/6100.2511/62/FC000000/921179.01.08.18.EM67/.12/000/2510/62/CASX12012R/CASP/2/83	\$44,021.00	4200412889 Item# 006
352	62ET60/6100.2511/62/FC000000/921179.01.08.17.EM67/.12/000/2510/62/CASX12012R/CASP/1/287	\$31,417.00	4200412889 Item# 007
353	62ET60/6100.2511/62/FC000000/921179.01.08.18.EM67/.12/000/2510/62/CASX12012R/CASP/2/288	\$36,576.00	4200412889 Item# 007
	TOTAL	\$401,036.00	

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 88)	B-4/B.5 (Mod 89)

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 \$102,150,282. 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 8, 2012.

(b) An additional amount of \$4,349,661 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:	\$106,098,907	\$401,036	\$106,499,943

(End of Clause)