

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000091	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.	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: \$1,205,702.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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 42.103 (a) Mutual Agreement; FAR 52.216-18 Ordering; FAR 52.232-22 Limitation of Funds
<input type="checkbox"/>	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.

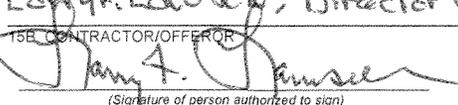
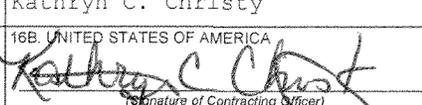
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Negotiated Estimated Cost remains unchanged at (b)(4)
The Provisional Estimated Cost remains unchanged at (b)(4)
Award Fee Earned remains unchanged at \$3,843,763.
The Potential Award Fee remains unchanged at (b)(4)
The Total Fee remains unchanged at (b)(4)
The Contract Value remains unchanged at \$120,655,762.
Total Funding Allotted increases from \$106,499,943 by \$1,205,702 to \$107,705,645.

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) Larry Lawson, Director of Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn C. Christy
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
NOV 21 2011	16C. DATE SIGNED 11/21/11

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 on 11/4/2011. Update Table B-1, "Estimated Cost and Award Fee," where OY3 Contract Value remains unchanged at \$120,655,762.

3.12-2011-005 Rev 1

2. Incrementally fund the contract in the amount of \$1,205,702 increasing the Total Funding Allotted from \$106,499,943 to \$107,705,645. The contractor provided an estimated funded through date of January 20, 2012, in an email dated November 16, 2011.
3. Update Table J-7-4, Task Order by Reference – Option Year 3 (Contract Year 4) to incorporate the Task Order Plan Revision listed above.

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)		\$3,843,763	(b)(4)		\$120,655,762	\$106,499,943
This Mod			\$0			\$1,205,702	
Revised Total			\$3,843,763			\$120,655,762	\$107,705,645

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

CMM Item #	WBS	Amount	PR
315	62ET20/6100.2511/FC000000/359257.01.02.01/000/2510/62/CASX12011D/046A	(\$866.00)	4600004681
354	62ER22/6100.2511/62/FC000000/136905.01.10.20/000/2510/62/EXPX22011D/234A/1/2	\$90,000.00	4200413192 Item# 001
355	62ER42/6100.2511/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A	\$64,547.00	4200413192 Item# 002
356	62ZP12/6100.2511/62/FC000000/199008.02.08.53.VP2G/.12/000/2510/62/CASX12012R/CASP/1/2	\$5,000.00	4200415293 Item# 001
357	62EM10/6100.2511/62/FC000000/585777.08.30.95.62/000/2510/62/EXPX22012D/719V/1/2	\$50,000.00	4200413680 Item# 001
358	62VP24/6100.2511/62/FC000000/916925.01.01.01/000/2510/62/SCEX22011D/881D/2/3	\$1,188.00	4200413680 Item# 001
359	62ES01/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/1/2	\$2,063.00	4200413680 Item# 002
360	62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12012D/361N/1/43	\$37,000.00	4200413680 Item# 003
361	62EM40/6100.2511/62/FC000000/921179.01.08.11.E452/.12/000/2510/62/CASX12012R/CASP/1/43	\$741.00	4200413680 Item# 004
362	62EM40/6100.2511/62/FC000000/921179.01.08.15.E452/.12/000/2510/62/CASX12012R/CASP/2/44	\$1,844.00	4200413680 Item# 004
363	62EM40/6100.2511/62/FC000000/921179.01.08.16.E452/.12/000/2510/62/CASX12012R/CASP/3/45	\$4,400.00	4200413680 Item# 004
364	62EM40/6100.2511/62/FC000000/921179.01.08.17.E452/.12/000/2510/62/CASX12012R/CASP/4/46	\$5,000.00	4200413680 Item# 004
365	62EM32/6100.2511/62/FC000000/585777.08.30.95.62/000/2510/62/EXPX22012D/719V/1/2	\$70,000.00	4200413680 Item# 005
366	62ET20/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/1/2	\$9,325.00	4200413680 Item# 006
367	62ES23/6100.2511/62/FC000000/401769.06.03.07.02.0/3/000/2510/62/EXCX22012D/733B/1/2	\$7,003.00	4200413680 Item# 007
368	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/2/3	\$447,409.00	4200413680 Item# 007
369	62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22012D/733B/3/4	\$186,237.00	4200413680 Item# 007
370	62ES23/6100.2511/62/FC000000/402600.04.06.08/000/2510/62/EXPX22011D/020U/4/5	\$3,000.00	4200413680 Item# 007
371	62ET10/6100.2511/62/FC000000/869021.05.08.07.10/000/2510/62/CASX12012D/512F/1/2	\$5,080.00	4200413680 Item# 008
372	62ET60/6100.2511/62/FC000000/921179.01.08.11.ET53/.12/000/2510/62/CASX12012R/CASP/2/3	\$11,431.00	4200413680 Item# 009
373	62ET02/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22012D/734A/3/309	\$40,000.00	4200413680 Item# 009
374	62ET10/6100.2511/62/FC000000/869021.05.08.07.10/000/2510/62/CASX12012D/512F/1/2	\$12,167.00	4200413680 Item# 009
375	62ET10/6100.2511/62/FC000000/869021.05.08.07.10/000/2510/62/CASX12012D/512F/1/2	\$2,032.00	4200413680 Item# 010
376	62EM41/6100.2511/62/FC000000/585777.08.30.95.62/000/2510/62/EXPX22012D/719V/2/3	\$9,101.00	4200413680 Item# 010
377	62EM10/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/1/2	\$10,000.00	4200413680 Item# 011
378	62EM10/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22011D/733B/2/385	\$12,000.00	4200413680 Item# 011

379	62EM20/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22011D/733B/1/2	\$30,000.00	4200413680 Item# 012
380	62EM50/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22011D/733B/1/2	\$30,000.00	4200413680 Item# 013
381	62EM60/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22011D/733B/1/2	\$15,000.00	4200413680 Item# 014
382	62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12012D/361N/1/2	\$25,000.00	4200413680 Item# 015
383	62EM42/6100.2511/62/FC000000/827673.04.12.08/000/2510/62/EXCX22012D/338I/1/2	\$20,000.00	4200413680 Item# 016
Total		\$1,205,702.00	

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-2/Table B-1 (Mod 90)	B-2/Table B-1 (Mod 91)
B-4/B.5 (Mod 90)	B-4/B.5 (Mod 91)
J-7-4 (Mod 88)	J-7-4 (Mod 91)

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 91

TOP No.	Submitted Date
3.12-2011-005 Rev 1	11/4/2011
Totals	

F. 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 \$103,127,789. 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 20, 2012.

(b) An additional amount of \$4,577,856 is obligated under this contract for payment of fee.

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$3,843,762	\$0	\$3,843,762
Total Sum Allotted:	\$106,499,943	\$1,205,702	\$107,705,645

(End of Clause)

TASK ORDER BY REFERENCE
OPTION YEAR 3 CONTRACT YEAR 4 March 1, 2011-Feb 29, 2012

Task Order No.	Rev	Mod #	Initiating Org	Description	Period of Performance	Estimated Cost	Maximum Potential Award Fee	Total Value
3.12-2011-005	0	73	VP63	X-ray Calibration Facility Support	3/1/2011 - 2/29/2012	(b)(4)		\$228,282
3.14-2011-009	0	73	EM20	Nondestructive Evaluation (NDE) Team Support	3/1/2011 - 2/29/2012			\$303,021
3.14-2011-010	0	73	EM30	Metals Engineering Support	3/1/2011 - 2/29/2012			\$370,081
3.16-2011-007	0	73	ET02	Valve and Component Refurbishment	3/1/2011 - 2/29/2012			\$1,291,565
3.18-2011-012	0	73	ET02	Propellants and Pressurants	3/1/2011 - 2/29/2012			\$2,412,113
3.18-2011-013	0	73	ET02	Mechanical Services	3/1/2011 - 2/29/2012			\$2,216,179
3.18-2011-014	0	73	ET02	Control, Instrumentation, and Data Acquisition Services	3/1/2011 - 2/29/2012			\$4,391,895
3.18-2011-015	0	73	ET02	Trade Services	3/1/2011 - 2/29/2012			\$2,958,269
3.19-2011-019	0	73	EM40	Planning and Control	3/1/2011 - 2/29/2012			\$80,719
3.3-2011-003	0	73	ET30	Structural Strength Test Facility Tech SPT-2008	3/1/2011 - 2/29/2012			\$398,103
3.3-2011-004	0	73	ET40	Structural Dynamics Test Facility Tech SPT	3/1/2011 - 2/29/2012			\$293,261
3.4-2011-001	0	73	ES23	MSFC Mechanical Fabrication	3/1/2011 - 2/29/2012			\$2,365,045
3.4-2011-002	0	73	ES23	ECLSS STaRs Support	3/1/2011 - 2/29/2012			\$1,775,096
3.4-2011-011	0	73	ES01	Test Lab Surface Treatment and Precision Cleaning	3/1/2011 - 2/29/2012			\$54,998
3.5-2011-008	0	73	ES43	Electrical Test, Fabrication, and Assembly Technician	3/1/2011 - 2/29/2012			\$303,704
3.6-2011-006	0	73	ET02	Metrology and Calibration Services	3/1/2011 - 2/29/2012			\$1,657,152
3.19-2011-025	0	73	ES01	Overtime	3/1/2011 - 2/29/2012			\$649,801
3.19-2011-026	0	73	ES01	Materials	3/1/2011 - 2/29/2012			\$9,881,680
3.18-2011-013	1	78	ET02	Mechanical Services	6/27/2011-2/29/2012			-\$508,290
3.18-2011-014	1	78	ET02	Control, Instrumentation, and Data Acquisition Services	6/27/2011-2/29/2012			-\$1,192,296
3.18-2011-015	1	78	ET02	Trade Services	6/27/2011-2/29/2012			-\$603,109
3.18-2011-024	0	78	ER22	Control, Instrumentation, and Data Acquisition Services	6/27/2011-2/29/2012			\$188,995
3.4-2011-002	1	78	ES23	ECLSS STaRs Support	7/1/2011-02/29/2012			\$168,251
3.17-2011-028	0	79	ES62	Mechanical Leak Test Technician Support	07/01/2011-09/30/2011			\$16,206
3.5-2011-008	1	80	ES43	Electrical Test, Fabrication, and Assembly Technician	07/16/2011-02/29/2012			\$154,865
3.1-2011-023	0	82	EM10	Materials Combustion Testing	09/1/2011-02/29/2012			\$373,903
3.2-2011-017	0	82	ET20	ETF-EFDTF Support	09/1/2011-02/29/2012			\$692,348
3.3-2011-003	1	82	ET30	Structural Strength Test Facility Tech SPT-2008	09/1/2011-02/29/2012			\$272,665
3.7-2011-018	0	82	EM50	Impact Testing	09/1/2011-02/29/2012			\$102,328
3.7-2011-022	0	82	EM50	Space Environment Effects	09/1/2011-02/29/2012			\$223,505
3.10-2011-016	0	82	ET50	CAD	09/1/2011-02/29/2012			\$174,788
3.11-2011-023	0	82	EM60	MAPTIS Support	09/1/2011-02/29/2012			\$48,647
3.13-2011-021	0	82	EM40	Tool Crib Support	09/1/2011-02/29/2012			\$66,479
3.4-2011-001	1	83	ES23	MSFC Mechanical Fabrication	09/01/2011-02/29/2012			(40,041)
3.18-2011-012	1	82	ET02	Propellants and Pressurants	09/01/2011-02/29/2012			(47,451)
3.18-2011-013	2	82	ET02	Mechanical Services	09/01/2011-02/29/2012		(47,451)	
3.18-2011-014	2	82	ET02	Control, Instrumentation, and Data Acquisition Services	09/01/2011-02/29/2012		(47,451)	
3.18-2011-015	2	82	ET02	Trade Services	09/01/2011-02/29/2012		(47,451)	
3.19-2011-020	0	82	ES01	Safety, Health, and Environmental	09/01/2011-02/29/2012		261,936	
3.1-2011-027	1	85	EM60	MAPTIS Support	10/1/2011-02/29/2012		(270,526)	
3.10-2011-016	1	85	ET50	CAD	10/1/2011-02/29/2012		(121,905)	
3.14-2011-010	1	85	EM30	Metals Engineering Support	10/1/2011-02/29/2012		(155,696)	

3.16-2011-007	1	85	ET02	Valve and Component Refurbishment	10/1/2011-02/29/2012	(b)(4)	(91,615)
3.18-2011-012	2	85	ET02	Propellants and Pressurants	10/1/2011-02/29/2012		(6,124)
3.18-2011-013	3	85	ET02	Mechanical Services	10/1/2011-02/29/2012		(6,124)
3.18-2011-014	3	85	ET02	Control, Instrumentation, and Data Acquisition Services	10/1/2011-02/29/2012		(160,809)
3.18-2011-015	3	85	ET02	Trade Services	10/1/2011-02/29/2012		(6,124)
3.17-2011-028	1	88	ES61	Mechanical Leak Test Technician Support	10/1/2011-02/29/2012		23,083
3.12-2011-005	1	91	VP63	X-ray Calibration Facility Support	11/01/2011-02/29/2012		0
					TOTALS:		\$31,046,500

J-7-4 (Mod 88)

J-7-4-2 (Mod 91)