

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO. 000093
3 EFFECTIVE DATE See Block 16C
4 REQUISITION/PURCHASE REQ NO See Schedule
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
Kathy Christy
Email: kathy.christy@nasa.gov
Telephone: (256) 961-1538
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 Net Increase: \$4,518,736.00

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)
C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Bilateral Mod: FAR 43.103(a)(2) Mutual Agreement & FAR 50.232-2. Limitation of Funds
X
D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not x 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 \$109,548,228 by \$4,518,736 to \$114,066,964.

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, METS GM (INTERIM)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 1/20/2012
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn C. Christy
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED 1/20/2012
16D. SIGNATURE OF CONTRACTING OFFICER
NSN 7540-01-152-8070 Previous edition unusable
STANDARD FORM 30 (REV 10-69) Prescribed by GSA FAR (48 CFR) 53.243

A. The purpose of this modification is to:

1. Incrementally fund the contract in the amount of \$4,518,736 increasing the Total Funding Allotted from \$109,548,228 to \$114,066,964. The contractor provided an estimated funded through date of February 29, 2012, in an email dated January 18, 2012.
2. Update clause NFS 1852.245-76 "List of Government Property Furnished Pursuant to FAR 52 245-1."

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	\$109,548,228
This Mod			\$0			\$0	\$4,518,736
Revised Total			\$3,843,763			\$120,655,762	\$114,066,964

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

CMM Item #	WBS	Amount	PR
403	62ET02/6100.2511/62/FC000000/585777.02.33/000/2510/62/EXPX22012D/719V/1/2	\$537,000.00	4200422329 Item# 001
404	62EM41/6100.2511/62/FC000000/585777.08.10.10.10.0/1/000/2510/62/EXPX22012D/719V/1/2	\$1,375.00	4200419744 Item# 001
405	62ER22/6100.2511/62/FC000000/585777.08.20.10.48.0/4/000/2510/62/EXPX22012D/719V/1/2	\$60,000.00	4200419744 Item# 002
406	62ET20/6100.2511/62/FC000000/136905.08.05.10.05.0/8.06/000/2510/62/EXPX22011D/234A/1/2	\$80.00	4200419744 Item# 003
407	62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX12012D/046A/2/81	\$61,520.00	4200419744 Item# 003
408	62ET20/6100.2511/62/FC000000/359257.01.05.01/000/2510/62/CASX12012D/046A/3/82	\$61,520.00	4200419744 Item# 003
409	62ET02/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22012D/734A/1/2	\$275,000.00	4200419744 Item# 004
410	62ET02/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22011D/734A/2/3	\$1.00	4200419744 Item# 005
411	62ET02/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22012D/734A/1/2	\$275,000.00	4200419744 Item# 005
412	62ET30/6100.2511/62/FC000000/432938.09.01.08.11.0/5/000/2510/62/CASX12012D/361N/1/2	\$23,880.00	4200419744 Item# 006
413	62ET50/6100.2511/62/FC000000/921179.01.08.17.EM67/12/000/2510/62/CASX12012R/CASP/1/2	\$7,500.00	4200419744 Item# 007
414	62ET50/6100.2511/62/FC000000/921179.01.08.18.EM67/12/000/2510/62/CASX12012R/CASP/2/3	\$7,500.00	4200419744 Item# 007
415	62FP02/6100.2511/62/FC000000/401769.06.01.01.05/000/2510/62/EXCX22012D/733B/1/2	\$450,000.00	4200419744 Item# 008
416	62ES23/6100.2511/62/FC000000/432938.11.01.08.42/000/2510/62/CASX12012D/361N/1/82	\$6,597.00	4200419744 Item# 009
417	62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22012D/733B/2/314	\$1,377,281.00	4200419744 Item# 009
418	62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22012D/733B/3/315	\$41,328.00	4200419744 Item# 009
419	62ES23/6100.2511/62/FC000000/401769.06.03.07.02.0/3/000/2510/62/EXCX22012D/733B/4/316	\$390.00	4200419744 Item# 009
420	62ES23/6100.2511/62/FC000000/585777.08.50.50.10/000/2510/62/EXPX22012D/719V/5/317	\$860,000.00	4200419744 Item# 009
421	62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12012D/361N/1/2	\$238,000.00	4200419744 Item# 010
422	62EM50/6100.2511/62/FC000000/964946.02.06.02.03/000/2510/62/SCEX22011D/881D/1/43	\$26,764.00	4200419744 Item# 011
423	62EM20/6100.2511/62/FC000000/585777.08.10.10.10.0/1/000/2510/62/EXPX22012D/719V/1/432	\$16,000.00	4200419744 Item# 012
424	62EM20/6100.2511/62/FC000000/921179.01.08.16.EM67/12/000/2510/62/CASX12012R/CASP/2/433	\$25,000.00	4200419744 Item# 012
425	62EM42/6100.2511/62/FC000000/228556.01.08/000/2510/62/SPTX22012D/277J/1/473	\$22,000.00	4200419744 Item# 013
426	62EM42/6100.2511/62/FC000000/585777.08.50.50.10/000/2510/62/EXPX22012D/719V/2/474	\$14,000.00	4200419744 Item# 013
427	62EM60/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/514	\$15,000.00	4200419744 Item# 014
428	62EM10/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/555	\$21,000.00	4200419744 Item# 015
429	62EM20/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/596	\$45,000.00	4200419744 Item# 016
430	62EM50/6100.2511/62/FC000000/401769.06.03.07.02.0/2/000/2510/62/EXCX22012D/733B/1/637	\$50,000.00	4200419744 Item# 017
Total		\$4,518,736.00	

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 92)	B-4/B.5 (Mod 93)
G-5 (Mod 83)	G-5 (Mod 93)
G-6 (Mod 58)	G-6 (Mod 93)
J-9-1(A) (Mod 83)	J-9-1 (Mod 93)
	J-9-20(B) (Mod 93)

*Slip Sheets with change sidebar indicators are provided

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 \$109,488,836. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: contract effective date through February 29, 2012.

(b) An additional amount of \$4,578,129 is obligated under this contract for payment of fee (amount rounded).

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	\$3,843,762	\$0	\$3,843,762
Total Sum Allotted:	\$109,548,228	\$4,518,736	\$114,066,964

(End of Clause)

procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment J-9 (A).

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: See Attachment J-9, pages J-9-2 through J-9-19.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.6 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1.
As prescribed in 1845.107-70(g), insert the following clause:

**LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1
(JANUARY 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-9 (B) of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the location(s) identified in Attachment J-9 (B) and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

**G.7 MSFC 52.204-90 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT
TERMINATION CLEARANCE (JUL 2006)**

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative or the Contracting Officer for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," when the access is no longer needed.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

[END OF SECTION]

ATTACHMENT J-9

INSTALLATION-PROVIDED PROPERTY AND SERVICES

A. On-site Property

The Government will provide the use of the following property and services to all on-site personnel under this contract as necessary (reference G.6 - 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997)). The property and services provided include the following:

- (1) Computer workstations (one seat license per workstation under MSFC's Outsourcing Desktop Initiative for NASA (ODIN) contract and accountable to the ODIN contract) and associated maintenance (general and specialized). The numbers historically provided include:
 - ETF/EFDTF – Eight (8) seats
 - Structural Test – Twelve (12) seats
 - Materials Testing – Forty-six (46) seats (including contract management)
 - Shop and Plating – Twenty (20) seats
- (2) Printers, plotters, and scanners
- (3) Application software
- (4) Specialized Commercial-Off-The-Shelf (COTS) software as required to meet specific MSFC program/project objectives
- (5) Document Reproduction Equipment and Reproduction Services
- (6) Adequate work space and appropriate office furniture including technical work rooms, conference rooms, and storage areas
- (7) Custodial and maintenance services
- (8) A government vehicle (at MSFC) as needed for local travel
- (9) Taxi service
- (10) Telecommunication devices

Note: The Government anticipates no specific requirement for wireless telecommunication devices (e.g., cellular phones, pagers, and personal data assistants) and will not provide such devices. However, in the event wireless telecommunications devices are required to access NASA information technology (IT) systems or services (e.g., email), those devices shall be provided by the Government after obtaining Contracting Officer and COTR approval).

B. Off-site Property

The Government will provide the use of the following property and services to all off-site personnel under this contract as necessary (reference G.6 - 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)). The property and services provided include the following:

Al-Li Plate 2195T3M4 1.850" x 132" x 248" Heat/Lots:

1. 988886
2. 287665
3. 264753
4. 309834
5. 988731
6. 988751
7. 98272
8. 989271
9. 287658
10. 264752

*Transferred via DD1149 Boeing to IPC items, in place at AMRO Fabricating Corporation, South El Monte, CA.