

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 000035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	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) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFOPRO CORPORATION Attn: Larry Stanley 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

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) Unilateral Modification and NFS 1852.216-76 Award Fee for Service Contracts

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 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). The Award Fee Earned was increased by \$344,441 from \$239,965 to \$584,406. The Potential Award Fee was decreased by (b)(4) to (b)(4). The Total Fee was decreased by (b)(4). The Contract Value was decreased by (b)(4). Total Funding Allotted remains unchanged at \$35,205,816.

See Page 2 for further description of modification.

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) Kim S Carson		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Kim S Carson</i> (Signature of Contracting Officer)	16C. DATE SIGNED JUL 22 2009
(Signature of person authorized to sign)			

A The purpose of this Modification No. 35 is to:

1. Update Clause B.2, Estimated Cost and Award Fee to reflect the Award Fee Findings and Determination dated May 21, 2009. The award fee was processed in this modification for the contractor's evaluation period 2 dated September 1, 2008 – February 28, 2009. Of the total award fee available, (b)(4) was applicable to this evaluation period, which equated to an award fee of 344,441 that left (b)(4) in unearned award fee. The total contract value decreased in the amount of (b)(4)
 - ❖ Clause B.2, page B-1, 1852.216-85 ESTIMATED COST AND AWARD FEE, Mod 20 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-1 (Mod 35), is substituted in lieu thereof.
 - ❖ Table B-1, ESTIMATED COST AND AWARD FEE, shown in Mod 34 is hereby deleted in its entirety and the revised Table B-1, shown on the enclosed replacement page B-2 (Mod 35), is substituted in lieu thereof.
2. Update Clause B.5, Contract funding, to adjust funding allotted for the incorporation of the Earned Award Fee, in accordance with the Award Fee Determination and Findings approved on May 21, 2009.
 - ❖ Clause B.5, CONTRACT FUNDING, shown in Mod 33 is hereby deleted in its entirety and the revised Clause B-5, shown on the enclosed replacement page B-4 (Mod 35), is substituted in lieu thereof.

B. A recapitulation of the contract value and funding 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)		\$239,965	(b)(4)			\$35,494,808
This Mod			\$344,441				\$0
Revised Total			\$584,406				\$35,494,808

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

D. The following pages/sections are deleted in their entirety and the attached revised pages/sections are substituted in lieu thereof:

	<u>Pages Deleted</u>	<u>Sections Added/Revised</u>
Section B	B-1 (Mod 20)	B-1 (Mod 35)
	B-2 (Mod 34)	B-2 (Mod 35)
	B-4 (Mod 33)	B-4 (Mod 35)

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

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES TO BE FURNISHED AND TYPE OF CONTRACT

(a) The Contractor shall provide all resources (except as expressly stated in the contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in Attachment J-1, entitled: "Marshall Engineering Technicians and Trades Support (METTS) Services."

(b) The services will be procured under two separate portions, Mission Services (MS) and Indefinite Delivery/Indefinite Quantity (IDIQ). The requirement is being procured on a cost-plus-award-fee basis. The contract and supporting data are organized as shown below:

(1) The Mission Services portion covers work identified in 1.0 – 2.0 of the PWS. Project management and administrative resources necessary to manage both the Mission and the IDIQ contract portions are covered in the Mission Services.

(2) IDIQ task orders will be used to procure those services identified in WBS 3.0 of the PWS that cannot be predetermined or quantified in advance.

(End of Clause)

B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

(a) The total estimated cost of this contract is \$ [See Table B-1 below]. The total award fee for this contract is \$ [See Table B-1 below].

(b) The amount of award fee earned as identified in this clause, paragraph (c), is common fee to be shared between the Contractor and its teammate/major subcontractor (b)(4). The amounts shown by evaluation period in this clause, paragraph (c) are the maximum award fees allowed the Contractor and identified subcontractors. As award fee is earned for each evaluation period, the contract values delineated in paragraph (c) will be adjusted to reflect the difference between maximum potential award fee and award fee earned. The following is a record of the maximum potential award fee that was available for each period and the award fee earned:

EVALUATION PERIOD	MAXIMUM POTENTIAL AWARD FEE	AWARD FEE EARNED
03/01/2008 – 08/31/2008	(b)(4)	\$239,965
09/01/2008 - 02/28/2009		\$344,441

(c) Table B-1 reflects the contract values of individual contract line items (CLINs) and is set forth below:

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

CLIN	PERIOD COVERED	MISSION SERVICES (BY)			IDIQ SUMMATION OF TASK ORDERS (BY)			TOTAL					
		ESTIMATED COST	PROVISIONAL ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	PROVISIONAL ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL PROVISIONAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE	
1	BASE YEAR	(b)(4)											
	Fee Period 1*	(b)(4)										\$239,965	\$8,273,764
	Fee Period 2*	(b)(4)										\$344,441	\$11,493,059
	Total Base	(b)(4)										\$584,406	\$19,728,552
2	OPTION YEAR 1	(b)(4)											
	Fee Period 3*	(b)(4)										TBD	\$9,131,412
	Fee Period 4*	(b)(4)										TBD	\$9,307,581
	Total Option 1	(b)(4)										\$0	\$18,438,993
Overall Contract		(b)(4)										\$584,406	\$38,167,545

* 6-month evaluation periods

(a) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES – OPTION VALUES

CLIN	PERIOD COVERED	MISSION SERVICES (BY)		IDIQ SUMMATION OF TASK ORDERS (BY)		TOTAL					
		ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	TOTAL ESTIMATED COST	TOTAL MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE		
3	OPTION YEAR 2	(b)(4)									
	Fee Period 5*	(b)(4)								TBD	\$3,974,802.50
	Fee Period 6*	(b)(4)								TBD	\$3,974,802.50
4	OPTION YEAR 3	(b)(4)									
	Fee Period 7*	(b)(4)								TBD	\$4,105,564.50
	Fee Period 8*	(b)(4)								TBD	\$4,105,564.50
5	OPTION YEAR 4	(b)(4)									
	Fee Period 9*	(b)(4)								TBD	\$4,174,475.00
	Fee Period 10*	(b)(4)								TBD	\$4,174,475.00

* 6-month evaluation periods

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

(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 \$ 34,642,261. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: October 31, 2009.

(b) An additional amount of \$ 852,547 is obligated under this contract for payment of fee.

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$ 239,965	\$ 344,441	\$ 584,406
Total Sum Allotted:	\$ 35,494,808		\$ 35,494,808

(End of Clause)