

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENOMENT/MODIFICATION NO.

3 EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO (If applicable)

000043

See Block 16C

See Schedule

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.c.christy@nasa.gov
Telephone: (256) 961-1538
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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)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM08AA20C

10B. DATE (SEE ITEM 13)

CODE CAFL2

FACILITY CODE

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)

Net Increase:

\$1,011,352.00

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:

D OTHER (Specify type of modification and authority)

X Unilateral Modification and FAR clause 52.232-22 - Limitation of Funds

E. IMPORTANT: Contractor is not is required to sign this document and return 0 copies to the issuing office.

14 DESCRIPTION OF AMENOMENT/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 remains unchanged at \$767,447. The Potential Award Fee remains unchanged at (b)(4) The Total Fee remains unchanged at (b)(4). The Contract Value remains unchanged at \$44,750,254. Total Funding Allotted increases by \$1,011,352 from \$43,496,485 to \$44,507,837.

See Page 2 for further description of modification.

Incremental Funded Amount changed: from \$43,496,485.73 to \$44,507,837.73

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

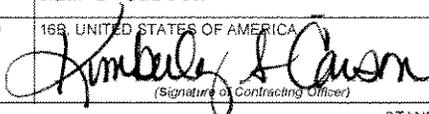
15B CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B UNITED STATES OF AMERICA

16C DATE SIGNED

(Signature of person authorized to sign)



(Signature of Contracting Officer)

11/30/2009

A. The purpose of Modification No. 41 is to:

1. Incrementally fund the contract in the amount of \$1,011,352 through January 7, 2010.

❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$1,011,352 from \$43,496,485 to \$44,507,837. Clause B.5 shown in Mod 41 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 43), is substituted in lieu thereof.

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)		\$767,447	(b)(4)		\$44,750,254	\$43,496,485
This Mod			\$0				\$1,011,352
Revised Total			\$767,447			\$44,750,254	\$44,507,837

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

PR#	WBS	Cost Center	Fund	Amount	Totals
4200318349	136905.08.04.01.08.1	62ER32	EXPX22010D	\$ 2,998	
	136905.08.04.02.08.0	62EM10	EXPX22010D	\$ 1,085	
	136905.08.01.11	62EM40	EXPX22010D	\$ 483	
	522632.08.01.01	62ES23	EXCX22009D	\$ 10,000	
	595551.01.08.01.VP10	62ES11	CASX22009R	\$ 863	
	390492.04.02.06	62VP62	SCEX22009D	\$ 3,050	
	869021.04.08.01.13	62ET30	CASX22010D	\$ 7,669	
	524238.08.01.01.03	62EM10	EXCX22010D	\$ 16,226	
	439906.04.01.06	62ES62	EXPX22010D	\$ 50,871	
	595551.01.08.01.VP10	62ES43	CASX22009R	\$ 12,292	
769347.05.08.05.01.0	62ES43	EXCX22010D	\$ 634		
833011.02.08.01.VP27	62ES31	CASX22009R	\$ 22,452	\$ 128,623	
4200319148	522632.08.01.01	62ET60	EXCX22010D	\$ 130,000	
	401769.06.01.01.05	62VP11	EXCX22010D	\$ 200,000	\$ 330,000
4200319611	522632.08.01.01	62ET30	EXCX22009D	\$ 77,994	
	359257.01.05.03	62ET20	CASX22010D	\$ 20,000	\$ 97,994
4200320540	136905.08.05.10.03.0	62ET30	EXPX22010D	\$ 25,000	
	136905.10.60.30.10.1	62ET10	EXPX22010D	\$ 5,000	\$ 30,000
4200320777	136905.08.05.10.03.0	62ET30	EXPX22010D	\$ 161,000	
	136905.10.60.40.08	62ET40	EXPX22010D	\$ 80,928	
	136905.08.04.02.08.0	62ET30	EXPX22010D	\$ 4,773	

	136905.10.60.30.10.1	62ET40	EXPX22010D	\$	-	
	136905.02.04.08.17	62ET40	EXPX22010D	\$	16,000	
	136905.02.04.08.13	62ET20	EXPX22010D	\$	50,000	
	136905.08.04.02.08.0	62ET20	EXPX22010D	\$	47,739	
	136905.10.60.30.10.1	62ET10	EXPX22010D	\$	59,795	\$ 420,235
4200320959	136905.02.04.08.13	62ET20	EXPX22010D	\$	4,500	\$ 4,500
					\$ 1,011,352	

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-4 (Mod 41)	B-4 (Mod 43)

E. Revisions described above are indicated by a vertical line in the right margin of the enclosed replacement pages.

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 \$43,279,660. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: January 7, 2009.

(b) An additional amount of \$1,228,177 is obligated under this contract for payment of fee.

Incremental Funding:	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$584,406	\$183,041	\$767,447
Total Sum Allotted:	\$43,496,485	\$1,011,352	\$44,507,837

(End of Clause)