

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000057	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 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) Net Increase: \$1,743,977.00  
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:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification; 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.

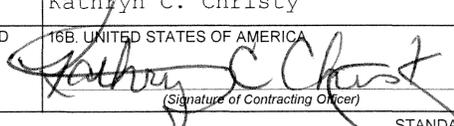
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The Negotiated Estimated Cost remains unchanged at (b)(4)  
The Provisional Estimated Cost remains unchanged at (b)(4)  
The Award Fee Earned remains unchanged at \$1,716,690.  
The Potential Award Fee remains unchanged at (b)(4)  
The Total Fee remains unchanged at (b)(4)  
The Contract Value remains unchanged at \$73,257,226.  
Total Funding Allotted increases by \$1,743,977 from \$63,796,515 to \$65,540,492.

See 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 <b>JUL 08 2010</b>

A The purpose of this Modification No. 57 is to:

Incrementally fund the contract in the amount of \$1,743,977 hereby increasing the Total Funding Allotted amount from \$63,796,515 to \$65,540,492. Funded through date is estimated by the contractor to be January 5, 2011.

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)		\$1,716,690	(b)(4)		\$73,257,226	\$63,796,515
This Mod			\$0			\$0	\$1,743,977
Revised Total			\$1,716,690			\$73,257,226	\$65,540,492

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

WBS	Amount	PR Number
62ET30/6100.2511/62/FC000000/814060.08.11/000/2510/62/EXCX22010D/834A/2/83	\$5,179	4200344265 Item# 001
62ES23/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/3/84	\$40,000	4200344265 Item# 001
62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/4/85	\$761,178	4200344265 Item# 001
62ET02/6100.2511/62/FC000000/359257.01.04.01/000/2510/62/CASX22010D/046A/1/2	\$21,576	4200344265 Item# 001
62ET10/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/5/86	\$11,300	4200344265 Item# 001
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.25/000/2510/62/EXPX22010D/234A/6/87	\$7,379	4200344265 Item# 001
62EM42/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/7/88	\$2,126	4200344265 Item# 001
62ES23/6100.2511/62/FC000000/136905.08.05.12.02.0/8.01/000/2510/62/EXPX22010D/234A/8/89	\$17,160	4200344265 Item# 001
62EM30/6100.2511/62/FC000000/136905.08.05.12.02.0/8.02/000/2510/62/EXPX22010D/234A/9/90	\$12,385	4200344265 Item# 001
62EM20/6100.2511/62/FC000000/136905.08.05.12.02.0/8.03/000/2510/62/EXPX22010D/234A/10/91	\$7,253	4200344265 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/11/92	\$103,823	4200344265 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.09/000/2510/62/EXPX22010D/234A/12/93	\$1,707	4200344265 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.10/000/2510/62/EXPX22010D/234A/13/94	\$4,650	4200344265 Item# 001
62ES23/6100.2511/62/FC000000/136905.08.05.12.02.0/8.13/000/2510/62/EXPX22010D/234A/14/95	\$2,418	4200344265 Item# 001
62EM03/6100.2511/62/FC000000/136905.08.05.12.03.0/8/000/2510/62/EXPX22010D/234A/15/96	\$1,430	4200344265 Item# 001
62ES23/6100.2511/62/FC000000/432938.11.01.08.42/000/2510/62/CASX22010D/361N/1/2	\$13,180	4200344265 Item# 002
62ER42/6100.2511/62/FC000000/136905.08.04.02.08.0/8.04/000/2510/62/EXPX22010D/234A/2/3	\$18,200	4200344265 Item# 002
62EV83/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/3/4	\$34,940	4200344265 Item# 002
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.02/000/2510/62/EXPX22010D/234A/4/5	\$28,995	4200344265 Item# 002
62EM30/6100.2511/62/FC000000/136905.08.05.12.03.0/8/000/2510/62/EXPX22010D/234A/5/6	\$1,540	4200344265 Item# 002
62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/6/7	\$51,300	4200344265 Item# 002
62ER33/6100.2511/62/FC000000/432938.08.01.08.04.0/1/000/2510/62/CASX22010D/361N/7/8	\$1,800	4200344265 Item# 002
62ET50/6100.2511/62/FC000000/136905.08.05.12.07.0/8/000/2510/62/EXPX22010D/234A/8/134	\$636,028	4200344265 Item# 002
62ES61/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/1/43	\$77,229	4200344265 Item# 003
62ES31/6100.2511/FC000000/750271.09.01.08/000/2510/62/EXCX22010D/734A	\$980	4200345412 Item# 002
62ES31/6100.2511/62/FC000000/359257.01.04.01/000/2510/62/CASX22010D/046A/1/2	\$875	4200345412 Item# 002
62ER43/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/1/2	\$200	4200345412 Item# 001
62ET10/6100.2511/62/FC000000/604746.02.21.08.01.0/1.08/000/2510/62/EXPX22010D/234A/2/3	\$1,402	4200345412 Item# 001

62ER42/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22010D/538A/3/4	\$1,313	4200345412 Item# 001
62ET60/6100.2511/62/FC000000/197009.10.01.01.10/000/2510/62/EXCX22010D/538A/4/5	\$1,003	4200345412 Item# 001
62ER22/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22010D/538A/1/441	\$10,350	4200345958 Item# 004
62ER22/6100.2511/62/FC000000/136905.08.04.01.08.0/4/000/2510/62/EXPX22010D/234A/2/442	\$9,056	4200345958 Item# 004
62ER22/6100.2511/62/FC000000/136905.08.05.04.01.0/8/000/2510/62/EXPX22010D/234A/3/443	\$5,175	4200345958 Item# 004
62ER22/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/4/444	\$1,294	4200345958 Item# 004
62ER22/6100.2511/62/FC000000/725932.08.01.02.01/000/2510/62/EXCX22010D/421A/5/445	\$35,000	4200345958 Item# 004
62ET02/6100.2511/62/FC000000/814060.08.11/000/2510/62/EXPX22010D/834A/1/2	\$75,000	4200346318 Item# 001
62ET20/6100.2511/62/FC000000/359257.01.02.01/000/2510/62/CASX22010D/046A/1/2	\$35,000	4200346594 Item# 001
62ER32/6100.2511/62/FC000000/921179.01.08.10.ER49/.10/000/2510/62/CASX22010R/CASP/1/43	\$24,293.00	4200346594 Item# 002
62EM20/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22010D/538A/2/3	\$2,650	4200346599 Item# 001
62EM10/6100.2511/62/FC000000/411011.01.01.01.02/000/2510/62/EXCX22010D/538A/3/4	\$1,703	4200346599 Item# 001
62EM20/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/1/2	\$26,000	4200346599 Item# 001
62ET20/6100.2511/62/FC000000/825080.04.06.40.08/000/2510/62/EXPX22010D/020U/1/2	\$3,014	4200346701 Item# 001
62ET20/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/3/4	\$3,583	4200346701 Item# 001
62EO50/6100.2511/62/FC000000/652272.03.08/000/2510/62/CASX22010D/618I/4/5	\$3,225	4200346701 Item# 001
62ET20/6100.2511/62/FC000000/921179.01.08.01.ET45/.09/000/2510/62/CASX22009R/CASP/5/6	\$48,653	4200346701 Item# 001
62ER23/6100.2511/62/FC000000/644423.06.32.03.10.0/8/000/2510/62/EXPX22010D/234A/1/43	\$4,778	4200346701 Item# 002
62ER23/6100.2511/62/FC000000/644423.06.32.03.10.0/8/000/2510/62/EXPX22010D/234A/1/85	\$9,555	4200346701 Item# 003
62ET30/6100.2511/62/FC000000/869021.04.08.01.13.0/4/000/2510/62/CASX22010D/512F/2/86	\$107,000	4200346701 Item# 003
	\$2,273,877	
Deob		
EXPX22010D/6100.2511/FC000000/727950.04.02.62/62	\$27,900	4600002086
EXPX22010D/6100.2511/FC000000/136905.10.30.20.10/62	\$200,000	4600002440
EXPX22010D/6100.2511/FC000000/136905.10.60.30.10.10/62	\$302,000	4600002440
	\$529,900	
Total Funding for Mod 57	<b>\$1,743,977</b>	

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

Section Modified	Pages Deleted	Page Modified
B-2	B-4 (Mod 56)	B-4 (Mod 57)

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

**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 \$63,374,209. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: January 5, 2011.

(b) An additional amount of \$2,166,283 is obligated under this contract for payment of fee.

Incremental Funding:	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:	(b)(4)		
Earned Award Fee:	\$1,716,689		\$1,716,689
Total Sum Allotted:	\$63,796,515	\$1,743,977	\$65,540,492

(End of Clause)