

2. AMENDMENT/MODIFICATION NO. 000038
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 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
 NASA/Marshall Space Flight Center
 Marshall Space Flight Center AL 35812

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 INFOPRO CORPORATION
 Attn: Steve Tate
 6705 ODYSSEY DR
 HUNTSVILLE AL 35806-2300
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 NNM08AA20C
 10B. DATED (SEE ITEM 13)
 02/12/2008
 CODE OAFL2 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

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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Mod: FAR 42.103(a) Mutual Agreement & FAR 52.246-2 Changes - Cost Reimbursement (Alt. I 1) |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not. is required to sign this document and return 3 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 increases by (b)(4). The Provisional Estimated Cost decreases by (b)(4). The Award Fee Earned increases by \$183,041 (Fee Period 1 increased by \$67,203, Fee Period 2 increased by \$115,838) from \$584,406 to \$767,447. The Potential Award Fee remains unchanged at (b)(4). The Total Fee increases by (b)(4). The Contract Value increases by (b)(4). Total Funding Allotted remains unchanged at \$38,061,451.

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) STEVEN W. TATE, GM (Interim) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David A Iosco |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED 9/10/2009 |
| (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA  |
| | 16C. DATE SIGNED 9/10/09 (Signature of Contracting Officer) |

A. The purpose of Modification No. 38 is to:

1. Update Clause B.1, Estimated Cost and Award Fee, to definitize InfoPro Corporation's Base Year Fee Proposal, Revision 1 submitted June 3, 2009 for an overrun/cost growth.
 - ❖ Table B-1, ESTIMATED COST AND AWARD FEE, shown in Mod 35 is hereby deleted in its entirety and the revised Table B-1, shown on the enclosed replacement page B.2 (Mod 38), is substituted in lieu thereof.
2. Modify Attachment J-1, Performance Work Statement, to define "Other Operations" materials.
 - ❖ Section 1.2.9, Contractor Procurement, shown in Mod 36 is hereby deleted in its entirety and the revised Section 1.2.9, shown on the enclosed replacement pages J-1-6 and J-1-6a (Mod 38), is substituted in lieu thereof.

B. A recapitulation of the contract value is as follows:

| | Negotiated Estimated Cost | Provisional Estimated Cost | Award Fee Earned | Potential Award Fee | Total Fee | Contract Value | Total Funding Allotted |
|---------------------|------------------------------|-------------------------------|---------------------|------------------------|--------------|-------------------|------------------------------|
| | (a) | (b) | (c) | (d) | (c+d) | (a+b+c+d) | |
| Previous | (b)(4) | | \$584,406 | (b)(4) | | | \$38,061,451 |
| This Mod Revised | | | \$183,041 | | | | \$0 |
| Total | | | \$767,447 | | | | \$38,061,451 |

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:

| Section | Pages Deleted | Pages Added/Revised |
|----------------|----------------|---------------------------|
| B.2 | B-2 (Mod 35) | B-2 (Mod 38) |
| Attachment J-1 | J-1-6 (Mod 36) | J-1-6 and J-1-6a (Mod 38) |

E. Contractor's Statement of Release

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

Modification 38

Contractor
Proposal Number

Base Year Fee Proposal,
Revision 1 submitted June 3, 2009

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

If granted, approval to use the Government facilities will be provided on a non-interference basis with other Government work. Authorizing such use of the facilities does not waive any rights of the Government to terminate the Contractor's right to use the facilities.

The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities. A copy of the indemnification notice shall be included in each subcontract issued by the Contractor. The Contractor is fully liable for all damages to Government property being used for commercial purposes.

Rental rates for the facilities shall be 10 percent of each individual commercial contract. However, the Contractor may use, with the written approval of the COTR, the rates set forth in FAR 52.245-9, "Use and Charges" if the Contractor determines 10 percent to be inequitable. The Contractor shall credit future payment vouchers for rental costs incurred.

1.2.9 Contractor Procurements – Per NFS 1852.245-71, all items procured under this contract are accountable to the Government and the contractor assumes user responsibilities. The contractor shall establish a record of property procured using contract funds and transfer to the Government within 5 working days after receipt of the property. The contractor will use DD1149 (or equivalent) along with the contractor's Purchase Order (PO) and provide to the installation central receiving area prior to delivery by the vendor. The contractor will be accountable and liable for the property until it is transferred to the Government's accountability (Reference MWI 4200.1, "Equipment Control" and NFS 1852.245-71).

1.2.9.1 Operations - The Contractor shall procure general operating supplies, materials, tools and equipment necessary for the accomplishment of this PWS. Any equipment purchases must be coordinated with the COTR, Technical Monitors, and Contracting Officer and shall not include any equipment \$1M in value or higher. Procurement costs shall be charged to the WBS element to which it specifically supports.

1.2.9.1.1 Secondary Operations, Fee Bearing – Operations materials that are within scope of the contract but do not meet the intent of the definitions spelled out in WBS 1.2.9.1 Operations, 1.2.9.2 Direct, and Attachment J-6-3. All "Secondary Operations, Fee Bearing" purchases shall be identified on a case by case basis, and approved by the CO, **prior** to the material purchase. The Contractor shall submit a written request through the COTR to the CO seeking approval of the material purchase, subject to a (b)(7) fee. Fee on "Secondary Operations, Fee Bearing" purchases shall be included in the negotiated fee pool. If the contractor does not submit a written request to the CO for a "Secondary Operations, Fee Bearing" purchase determination prior to the purchase, the purchase shall be categorized as "Operations" and be non-fee bearing.

1.2.9.2 Direct - The Contractor shall procure direct materials (e.g. aluminum, titanium, stainless and carbon steels, etc) and incidental services (e.g. necessary for completion of fabrication shop customer orders) as necessary to accomplish requirements of this PWS.

1.3 Safety, Health and Environmental. The Contractor shall establish and implement an industrial safety, health, and environmental program and provide a plan in accordance with DRD 1163SA-001, Safety, Health, and Environmental (SHE) Plan. The Contractor's industrial safety, health, and environmental program shall incorporate the following:

- a) Management leadership and employee involvement.
- b) Worksite analysis.
- c) Hazard prevention and control.
- d) Safety and health training.
- e) Environmental compliance.

The contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1163SA-003. The contractor shall submit directly into the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1163SA-003 or electronic equivalent to report mishaps and related information required to

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 | | | | | | | | | | | |
| | Fee Period 1* | (b)(4) | | | | | | | | | \$307,169 | \$8,424,488 |
| | Fee Period 2* | (b)(4) | | | | | | | | | \$460,279 | \$12,612,175 |
| | Total Base | (b)(4) | | | | | | | | | \$767,448 | \$21,036,662 |
| 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) | | | | | | | | | \$767,448 | \$39,475,655 |

* 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