

|  |                                    |   |                                |
|--|------------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                    | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1 5           |
| 2. AMENDMENT/MODIFICATION NO.<br>000041  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>See Schedule  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>NASA/Marshall Space Flight Center<br>Procurement Office<br>Marshall Space Flight Center AL 35812   | CODE MSFC                          | 7. ADMINISTERED BY (If other than Item 6)<br>NASA/Marshall Space Flight Center<br>Marshall Space Flight Center AL 35812 | CODE MSFC                      |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>INFOPRO CORPORATION<br>Attn: Larry Stanley<br>6705 ODYSSEY DR<br>HUNTSVILLE AL 35806-2300 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
| CODE CARL2 FACILITY CODE   |                                    | 9B. DATED (SEE ITEM 11)   |                                |
|  |                                    | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>NNM08AA20C   |                                |
|  |                                    | 10B. DATED (SEE ITEM 13)<br>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: \$414,281.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|                  |   |
|------------------|---|
| <u>CHECK ONE</u> | 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)<br>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 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 \$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 \$44,515,982. Total Funding Allotted increases by \$414,281 from \$43,082,204 to \$43,496,485.

See Page 2 for further description of modification.

LIST OF CHANGES:  
Obligated Amount for this modification: \$414,281.00

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)<br>Kim S Carson |                                 |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  | 16C. DATE SIGNED<br>NOV 03 2009 |
| (Signature of person authorized to sign)      |                  | (Signature of Contracting Officer)   |                                 |

NAME OF OFFEROR OR CONTRACTOR  
INFOPRO CORPORATION

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62ES41/6100.2511/62/FC000000/136905.08.01.03/000/2510/62/EXPX22010D/234A/2/3<br/>Cost Center 62ES41<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$200.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62EV83/6100.2511/62/FC000000/136905.02.04.08.17/000/2510/62/EXPX22010D/234A/1/2<br/>Cost Center 62EV83<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$750.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62VP63/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22009D/196V/1/2<br/>Cost Center 62VP63<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$89,500.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62EM50/6100.2511/62/FC000000/411672.06.05.01/000/2510/62/SCEX22009D/196V/1/2<br/>Cost Center 62EM50<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$6,121.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.04/000/2510/62/EXPX22010D/234A/2/3<br/>Cost Center 62ET30<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$70,720.00</p> <p>Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM08AA20C/000041

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NAME OF OFFEROR OR CONTRACTOR  
INFOPRO CORPORATION

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/<br/>8.19/000/2510/62/EXPX22010D/234A/3/4<br/>Cost Center 62ET30<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$24,990.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/<br/>8.21/000/2510/62/EXPX22010D/234A/4/5<br/>Cost Center 62ET30<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$93,500.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62ET40/6100.2511/62/FC000000/136905.10.60.40.08/00/<br/>0/2510/62/EXPX22010D/234A/5/6<br/>Cost Center 62ET40<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$91,000.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>62ET10/6100.2511/62/FC000000/136905.08.05.04.03.0/<br/>8.01/000/2510/62/EXPX22010D/234A/1/2<br/>Cost Center 62ET10<br/>GI Account 6100.2511<br/>Order FC000000<br/>Quantity: 0<br/>Amount: \$37,500.00</p> |                 |             |                   |               |

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

1. Incrementally fund the contract in the amount of \$414,281 through December 31, 2009.

- ❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$414,281 from \$43,082,204 to \$43,496,485. Clause B.5 shown in Mod 40 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 41), is substituted in lieu thereof.

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

|                  | Negotiated<br>Estimated Cost<br>(a) | Provisional<br>Estimated<br>Cost<br>(b) | Award Fee<br>Earned<br>(c) | Potential<br>Award Fee<br>(d) | Total<br>Fee<br>(c+d) | Contract<br>Value<br>(a+b+c+d) | Total<br>Funding<br>Allotted |
|------------------|-------------------------------------|---|----------------------------|-------------------------------|-----------------------|--------------------------------|------------------------------|
| Previous         | (b)(4)                              |   | \$767,447                  | (b)(4)                        |                       | \$44,515,982                   | \$43,082,204                 |
| This Mod         |                                     |   | \$0                        |                               |                       | \$0                            | \$414,281                    |
| Revised<br>Total |                                     |   | \$767,447                  |                               |                       | \$44,515,982                   | \$43,496,485                 |

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

| <u>PR</u>    | <u>WBS ELEMENT</u>   | <u>COST CENTER</u> | <u>FUND</u> | <u>AMOUNT</u> |
|--------------|----------------------|--------------------|-------------|---------------|
| 4200316285   | 136905.02.04.08.17   | 62EV83             | EXPX22010D  | \$750         |
|              | 136905.08.01.03      | 62ES41             | EXPX22010D  | \$200         |
| 4200316746   | 411672.06.04.01      | 62VP63             | SCEX22009D  | \$89,500      |
| 4200316914   | 411672.06.05.01      | 62EM50             | SCEX22009D  | \$6,121       |
| 4200317554/1 | 136905.08.05.04.03.0 | 62ET10             | EXPX22010D  | \$37,500      |
|              | 136905.08.05.10.03.0 | 62ET30             | EXPX22010D  | \$70,720      |
|              | 136905.08.05.10.03.0 | 62ET30             | EXPX22010D  | \$24,990      |
|              | 136905.08.05.10.03.0 | 62ET30             | EXPX22010D  | \$93,500      |
|              | 136905.10.60.40.08   | 62ET40             | EXPX22010D  | \$91,000.00   |

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 40)         | B-4 (Mod 41)                  |

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 \$42,478,910. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: December 31, 2009.
- (b) An additional amount of \$1,017,575 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    | -           | \$584,406    |
| Total Sum Allotted:    | \$43,082,204 | \$414,281   | \$43,496,485 |

(End of Clause)