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|---|------------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 5 |
| 2. AMENDMENT/MODIFICATION NO. 000070 | 3. EFFECTIVE DATE See Block 16C | 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 Lawson 6705 ODYSSEY DR HUNTSVILLE AL 35806-2300 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 0AFL2 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | 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: \$2,332,766.00
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)
Award Fee Earned remains unchanged at \$2,239,036.
The Potential Award Fee remains unchanged at (b)(4).
The Total Fee remains unchanged at (b)(4).
The Contract Value remains unchanged at \$83,582,800.
Total Funding Allotted increases by \$2,332,766 from \$80,078,254 to \$82,411,020.

See Page 2 for further description of modification.
FOB: Destination

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.

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| 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 | 16B. UNITED STATES OF AMERICA |
| (Signature of person authorized to sign) | (Signature of Contracting Officer) 1/21/2011 |
| 15C. DATE SIGNED | 16C. DATE SIGNED |

A The purpose of this Modification No. 70 is to:

1. Incrementally fund the contract in the amount of \$2,332,766 hereby increasing the Total Funding Allotted amount from \$80,078,254 to \$82,411,020. Contractor estimated funded through date is February 28, 2011.
2. Update Clause H.10. "Key Personnel and Facilities." to reflect the following changes: Remove (b)(4)
(b)(4)

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) | | \$2,239,036 | (b)(4) | | \$83,582,800 | \$80,078,254 |
| This Mod | | | \$0 | | | \$0 | \$2,332,766 |
| Revised Total | | | \$2,239,036 | | | \$83,582,800 | \$82,411,020 |

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

| CMM Item | WBS | Amount | PR |
|-------------|--|--------------|----------------------|
| 601 | 62QD10/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX12011D/361N/1/2 | \$2,496.00 | 4200361934 Item# 001 |
| 602 | 62ES43/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/2/44 | \$27,929.00 | 4200367488 Item# 002 |
| 603 | 62ES43/6100.2511/62/FC000000/136905.02.06.08.06/000/2510/62/EXPX22011D/234A/1/43 | \$23,482.00 | 4200367488 Item# 002 |
| 604 | 62ES43/6100.2511/62/FC000000/136905.02.06.08.06/000/2510/62/EXPX22011D/234A/1/2 | \$23,481.00 | 4200367488 Item# 003 |
| 605 | 62ES43/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/2/83 | \$27,930.00 | 4200367488 Item# 003 |
| 606 | 62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/1/2 | \$278,535.00 | 4200367488 Item# 004 |
| 607 | 62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22011D/733B/2/3 | \$19,380.00 | 4200367488 Item# 004 |
| 608 | 62ES23/6100.2511/62/FC000000/401769.06.03.07.02.0/3/000/2510/62/EXCX22011D/733B/3/4 | \$2,085.00 | 4200367488 Item# 004 |
| 609 | 62ES23/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/2/78 | \$445,400.00 | 4200367488 Item# 005 |
| 610 | 62EM30/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/3/79 | \$12,000.00 | 4200367488 Item# 005 |
| 611 | 62ET30/6100.2511/62/FC000000/869021.04.08.01.13.0/4/000/2510/62/CASX12011D/512F/4/80 | \$14,750.00 | 4200367488 Item# 005 |
| 612 | 62ES23/6100.2511/62/FC000000/916925.02.01/000/2510/62/SCEX22011D/881D/5/81 | \$25,277.00 | 4200367488 Item# 005 |
| 613 | 62ES23/6100.2511/62/FC000000/182306.06.01.08/000/2510/62/EXPX22011D/234A/6/82 | \$1,000.00 | 4200367488 Item# 005 |
| 614 | 62ES23/6100.2511/62/FC000000/921179.01.08.11.E534/.11/000/2510/62/CASX12011R/CASP/7/83 | \$4,338.00 | 4200367488 Item# 005 |
| 615 | 62ES23/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22011D/733B/1/77 | \$49,073.00 | 4200367488 Item# 005 |
| 616 | 62VP63/6100.2511/62/FC000000/411672.06.04.01/000/2510/62/SCEX22011D/196V/1/2 | \$35,000.00 | 4200368140 Item# 001 |
| 617 | 62EV83/6100.2511/62/FC000000/685676.01.08.14/000/2510/62/CASX12011D/714A/1/2 | \$3,094.00 | 4200368559 Item# 001 |
| 618 | 62ER42/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/2 | \$44,728.00 | 4200369212 Item# 001 |
| 619 | 62ER22/6100.2511/62/FC000000/136905.08.04.01.08.0/4/000/2510/62/EXPX22011D/234A/1/2 | \$34,572.00 | 4200369411 Item# 001 |
| 620 | 62ER22/6100.2511/62/FC000000/725932.08.01.02.01/000/2510/62/EXCX22011D/421A/1/2 | \$25,000.00 | 4200369432 Item# 001 |
| 622 | 62ET30/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/43 | \$8,612.00 | 4200370581 Item# 002 |
| 623 | 62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/84 | \$93,795.00 | 4200370581 Item# 003 |
| 624 | 62ET60/6100.2511/62/FC000000/750271.09.01.08/000/2510/62/EXCX22011D/734A/1/125 | \$74,000.00 | 4200370581 Item# 004 |
| 625 | 62ET20/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22011D/733B/1/43 | \$5,536.00 | 4200370581 Item# 005 |
| 626 | 62ET20/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22011D/733B/1/84 | \$19,252.00 | 4200370581 Item# 006 |
| 627 | 62ET01/6100.2511/62/FC000000/136905.01.06.08/000/2510/62/EXPX22011D/234A/1/2 | \$256,250.00 | 4200372356 Item# 001 |
| 628 | 62ET50/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22011D/234A/1/43 | \$58,840.00 | 4200372356 Item# 002 |

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| 629 | 62ET50/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22011D/234A/2/44 | \$12,937.00 | 4200372356 Item# 002 |
| 630 | 62ET60/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22011D/234A/1/84 | \$20,000.00 | 4200372356 Item# 003 |
| 631 | 62ET20/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22011D/234A/1/125 | \$102,017.00 | 4200372356 Item# 004 |
| 632 | 62ET40/6100.2511/62/FC000000/136905.08.05.04.03.0/8.01/000/2510/62/EXPX22011D/234A/1/166 | \$9,210.00 | 4200372356 Item# 005 |
| 633 | 62ET01/6100.2511/62/FC000000/136905.01.01.08.12/000/2510/62/EXPX22011D/234A/1/2 | \$175,000.00 | 4200372356 Item# 006 |
| 634 | 62ET01/6100.2511/62/FC000000/136905.01.01.08.12/000/2510/62/EXPX22011D/234A/1/43 | \$175,000.00 | 4200372356 Item# 007 |
| 635 | 62EM10/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22011D/234A/1/2 | \$5,000.00 | 4200372719 Item# 002 |
| 636 | 62EM10/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/43 | \$12,750.00 | 4200372719 Item# 003 |
| 637 | 62EM10/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/84 | \$23,750.00 | 4200372719 Item# 004 |
| 638 | 62EM50/6100.2511/62/FC000000/921179.01.08.11.E550/.11/000/2510/62/CASX12011R/CASP/1/125 | \$10,040.00 | 4200372719 Item# 005 |
| 639 | 62EM10/6100.2511/62/FC000000/432938.11.01.08.40/000/2510/62/CASX12011D/361N/1/166 | \$50,000.00 | 4200372719 Item# 006 |
| 640 | 62EM60/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/207 | \$3,250.00 | 4200372719 Item# 007 |
| 642 | 62EM60/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/248 | \$4,375.00 | 4200372719 Item# 008 |
| 643 | 62EM60/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/1/289 | \$3,250.00 | 4200372719 Item# 009 |
| 644 | 62EM42/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/1/330 | \$10,000.00 | 4200372719 Item# 010 |
| 646 | 62EM42/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/371 | \$13,125.00 | 4200372719 Item# 011 |
| 647 | 62EM20/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22011D/538A/1/412 | \$5,000.00 | 4200372719 Item# 012 |
| 648 | 62EM20/6100.2511/62/FC000000/522094.08.01.01.03.0/1/000/2510/62/EXCX22011D/538A/1/453 | \$9,750.00 | 4200372719 Item# 013 |
| 649 | 62EM20/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22011D/538A/1/494 | \$31,250.00 | 4200372719 Item# 014 |
| 650 | 62EM20/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22011D/538A/1/535 | \$9,750.00 | 4200372719 Item# 015 |
| 651 | 62EM60/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22011D/234A/1/576 | \$31,000.00 | 4200372719 Item# 016 |
| 652 | 62ET10/6100.2511/FC000000/253225.04.04.50.01/000/2510/62/EXPX22010D/020U | \$477.00 | 4200370581 Item# 001 |
| | | \$2,332,766.00 | |

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

| Pages/Section Deleted | Page/Section Modified |
|-----------------------|-----------------------|
| B-4/B.5 (Mod 68) | B-4/B.5 (Mod 70) |
| H-9/H.10 (Mod 59) | H-9/H.11 (Mod 70) |

E. 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 \$79,211,131. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: February 28, 2011.

(b) An additional amount of \$3,121,177 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: | \$2,175,941 | \$0 | \$2,175,941 |
| Total Sum Allotted: | \$80,078,254 | \$2,332,766 | \$82,411,020 |

(End of Clause)

(b)(4)

(End of Clause)

H.11 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.12 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4612, 4619, 4620, 4623, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance.