

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000031	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) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFOPRO CORPORATION 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: \$2,274,093.00
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) Unilateral Modification and FAR clause 52.232-22 - Limitation of Funds

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 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 \$239,965. The Potential Award Fee remains unchanged at (b)(4). The Total Fee remains unchanged at (b)(4). The Contract Value remains unchanged at \$37,764,593. Total Funding Allotted increased by \$2,274,093 from \$30,507,866 to \$32,781,989.

See Page 2 for further description of modification.

Obligated Amount for this Modification: \$2,274,093.00
Incremental Funded Amount changed: from \$30,507,866.37 to \$32,781,959.37
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) Kim S Carson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Original Signed By (Signature of Contracting Officer)	16C. DATE SIGNED MAY 28 2009

A. The purpose of Modification No. 31 is to:

Incrementally fund the contract in the amount of \$2,274,093 through September 11, 2009.

- ❖ Clause B.5, CONTRACT FUNDING, funding is hereby increased in the amount of \$2,274,093 from \$30,507,866 to \$32,781,959. Clause B.5 shown in Mod 30 is hereby deleted in its entirety and the revised Clause B.5, shown on the enclosed replacement page B-4 (Mod 31), 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)		\$239,965	(b)(4)		\$37,764,593	\$30,507,866
This Mod			\$0			\$0	\$2,274,093
Revised Total			\$239,965			\$37,764,593	\$32,781,959

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

PR	WBS ELEMENT	FUND	COST CENTER	AMOUNT
4200293212	136905.08.05.12.02.08.02	EXPX22009D	62EM30	\$ 48,599.00
	136905.08.05.12.02.08.03	EXPX22009D	62EM20	\$ 1,545.00
	136905.08.05.12.02.08.05	EXPX22009D	62EM30	\$ 3,330.00
	136905.08.05.12.08.07	EXPX22009D	62EM40	\$ 33,661.00
	136905.08.05.12.08.07	EXPX22009D	62ET50	\$ 86,587.00
	136905.08.05.12.02.08.10	EXPX22009D	62EM03	\$ 55,854.00
	136905.08.05.12.07.08	EXPX22009D	62EM40	\$ 13,671.00
	401769.06.08.02.04.02	EXCX22009D	62ES23	\$ 142,948.00
	401769.06.08.02.04.05	EXCX22009D	62ES23	\$ 12,861.00
	441261.04.20.06.08	EXPX22009D	62EM30	\$ 60,000.00
	736466.11.01.08.42	CASX22009D	62ES23	\$ 160,000.00
	825844.04.03.08.01	EXPX22009D	62JP20	\$ 600,000.00
	278083.02.50.01	ESAX22008D	62VP24	\$ 5,423.00
	595551.01.08.01.VP08.09	CASX22009D	62VP22	\$ 5,711.00
	401769.06.08.02.04.05	EXCX22009D	62ES61	\$ 120,000.00
	136905.08.05.12.02.08.01	EXPX22009D	62ES23	\$ 10,230.00
	136905.08.05.12.08.07	EXPX22009D	62EM10	\$ 156,638.00
	136905.08.05.12.03.08	EXPX22009D	62EM20	\$ 6,972.00
	401769.06.03.03.02.07	EXCX22009D	62ES23	\$ 7,165.00
	401769.06.03.07.02.03	EXCX22009D	62ES23	\$ 7,139.00
	524238.08.01.01.03	EXCX22009D	62EM10	\$ 15,780.00
	136905.10.30.20.10	EXPX22009D	62ET40	\$ 8,580.00
4200295103	736466.11.01.08.38	CASX22009D	62ED02	\$ 400,000.00
	526282.01.08.14	ESAX22008D	62ED02	\$ 20,000.00
4200295103/1	736466.11.01.08.38	CASX22009D	62ED02	\$ 5,061.50
4200295655	136905.08.05.10.03.0	EXPX22009D	62ET30	\$ 10,000.00
4200296354	869021.04.08.01.13	CASX22009D	62EM10	\$ 15,000.00
	736466.11.01.08.40	CASX22009D	62EM10	\$ 150,000.00
	736466.08.01.08.02.0	CASX22009D	62ET40	\$ 8,100.00
	736466.08.01.08.05.0	CASX22009D	62ET40	\$ 8,000.00
4200296401	136905.08.05.10.03.0	EXPX22009D	62ET60	\$ 85,000.00
	736466.07.01.08.02	CASX22009D	62IS01	\$ 10,237.50
Tot Incr Fund Mod 31				\$ 2,274,093.00

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 30)	B-4 (Mod 31)

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 \$32,046,472. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: September 11, 2009

(b) An additional amount of \$735,487 is obligated under this contract for payment of fee.

	Previous	This Action	Total
Estimated Cost:	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$ 239,965	\$ -	\$ 239,965
Total Sum Allotted:	\$ 30,507,866	\$ 2,274,093	\$ 32,781,959

(End of Clause)