

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 000032	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	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.	
CODE OAF12		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)

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 remains unchanged at (b)(4) The Award Fee Earned remains unchanged at \$239,965. The Potential Award Fee increases by (b)(4) to (b)(4). The Total Fee increases by (b)(4) The Contract Value increases by \$311,651 from \$37,764,593 to \$38,076,244.

Total Funding Allotted remains unchanged at \$32,781,989.

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) Billy Longshore, Sr. V.P.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim S Carson
15B. CONTRACTOR REPRESENTOR  (Signature of person authorized to sign)	15C. DATE SIGNED 6-05-2009
16B. UNITED STATES OF AMERICA Original Signed By	16C. DATE SIGNED JUN 05 2009
(Signature of Contracting Officer)	

A. The purpose of Modification No. 32 is to:

1. Update Table B-1, "Estimated Cost and Award Fee," to incorporate Option 1 Task Orders Plans 3.4-2009-003 Rev. 1 issued for IDIQ services
 - ❖ Table B-1, Estimated Cost and Award Fee, shown in Mod 29 is hereby deleted in its entirety and the revised Table B-1, shown on the enclosed replacement page B-2 (Mod 32), is substituted in lieu thereof.
2. Update Section J, Attachment J-7, "Task Order by Reference," to include all approved Task Order Plans
 - ❖ Attachment J-7, TASK ORDER BY REFERENCE, shown in Mod 29 is hereby deleted in its entirety and the revised Attachment J-7, shown on the enclosed replacement page J-7-2 (Mod 32), is substituted in lieu thereof.
3. Revise MSFC Clause 52.222-90, "Premiums for Scheduled Overtime," to reflect the overtime premium approved by the COTR and CO for the incorporation of the IDIQs
 - ❖ Clause B.6, PREMIUMS FOR SCHEDULED OVERTIME, the authorized amount of overtime for Option 1 is hereby increased in the amount of (b)(4) Clause B.6 shown in Mod 29 is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-5 (Mod 32), 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	\$32,781,959
This Mod			\$0			\$311,651	\$0
Revised Total			\$239,965			\$38,076,244	\$32,781,959

C. Purchase Request No./Accounting & Appropriation Data: None

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

	Pages Deleted	Sections Added/Revised
Section B	B-2 (Mod 29)	B-2 (Mod 32)
	B-6 (Mod 29)	B-6 (Mod 32)
Attachment J-7	J-7-1 (Mod 29)	J-7-1 (Mod 32)

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.

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	(b)(4)											
	Fee Period 1*	(b)(4)										\$239,965	\$8,273,764
	Fee Period 2*	(b)(4)										TBD	\$11,493,059
	Total Base	(b)(4)										\$239,965	\$19,766,823
2	OPTION YEAR 1	(b)(4)											
	Fee Period 3*	(b)(4)										TBD	\$9,086,321
	Fee Period 4*	(b)(4)										TBD	\$9,223,100
	Total Option 1	(b)(4)										\$0	\$18,309,421
Overall Contract		(b)(4)										\$239,965	\$38,076,244

* 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
5	Fee Period 8*	(b)(4)								TBD	\$4,105,564.50
	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

B.6 MSFC 52.222-90 PREMIUMS FOR SCHEDULED OVERTIME (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period:

Amount	Period
(b)(4)	Base Period
	Option 1
	Option 2
	Option 3
	Option 4

Note 1 - Overtime premium is defined herein as any payment (for both exempt and non-exempt employees) for time worked exceeding forty hours per week (alternate work schedules will be considered by NASA on a WBS basis). A work week of forty-one hours includes one hour of overtime premium, whether the employee was paid at time-and-a-half, straight time, compensatory time, or as an offset of an earlier thirty-nine hour work week (unless an alternate work schedule has been approved by NASA).

Note 2 - All overtime shall be coordinated with, and concurred in, by the COTR prior to work commencing.

(End of Clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with the advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G&A) Rate Ceiling (applicable to Mission and IDIQ portions):

InfoPro Corporation	(b)(4)	Period
(b)(4)		Base Period
		Option 1
		Option 2
		Option 3
		Option 4

(b) It is mutually agreed that when indirect cost rate ceilings are specified, the following conditions shall apply: (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of Clause)

TASK ORDERS BY REFERENCE – Option Year 1

Task Order No.	Revision	Initiating Org	Description	Period of Performance	Estimated Cost	Maximum Potential Award Fee	Total Value		
3.4-2009-002	0	ES23	CLV Planner/Scheduler/Coordinator & Trades Service Support	3/1/2009 - 2/28/2010	(b)(4)		\$482,387		
3.2-2009-004	0	ET30	Structural Strength Test Support	3/1/2009 - 2/28/2010			\$423,759		
3.1-2009-005	0	EM10	MCRF Engineering Technician Test Support	3/1/2009 - 2/28/2010			\$58,053		
3.3-2009-006	0	ET40	Structural Dynamics Test Facility Technician Support	3/1/2009 - 2/28/2010			\$231,229		
3.12-2009-007	0	VP63	XRCF Support	3/1/2009 - 2/28/2010			\$240,381		
3.17-2009-010	0	ES61	Mechanical Leak Test Technician	3/1/2009 - 2/28/2010			\$492,699		
3.5-2009-011	1	ES43	Electrical Test, Fabrication and Assembly Technician	3/1/2009 - 2/28/2010			\$175,877		
3.4-2009-001	0	ES23	MSFC Mechanical Fabrication-2009	3/1/2009 - 2/28/2010			\$2,727,743		
3.4-2009-003	1	ES23	ECLSS STaRs Support	3/1/2009 - 2/28/2010			\$1,455,063		
3.6-2009-008	0	ES01	Instrumentation Calibration	3/1/2009 - 2/28/2010			\$2,571,525		
3.16-2009-009	0	ET02	Valve and Component Refurbishment	3/1/2009 - 2/28/2010			\$1,689,215		
									\$10,547,931