

2 AMENDMENT/MODIFICATION NO 000054	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO See Schedule	5 PROJECT NO (If applicable) 1 4
6 ISSUED BY CODE NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (If other than item 6) CODE MSFC Kathy Christy Email: kathy.christy@nasa.gov Telephone: (256) 961-1538 Fax: (256) 544-5028	

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) INFCPRO CORPORATION Attn: Larry Stanley 6705 ODYSSEY DR HUNTSVILLE AL 35806-2300	9A AMENDMENT OF SOLICITATION NO (x) _____ 9B DATED (SEE ITEM 11) _____
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CODE 0AFL2 FACILITY CODE _____	10A MODIFICATION OF CONTRACT/ORDER NO x NNM08AA20C 10B DATED (SEE ITEM 13) 02/12/2008
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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: \$4,138,948.00
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).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Bilateral Mod: FAR 42.103(a) Mutual Agreement & FAR 52.216-18 Ordering
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 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 \$1,716,690.
 The Potential Award Fee increases by (b)(4)
 The Total Fee increases by (b)(4)
 The Contract Value increases by (b)(4)
 Total Funding Allotted increases by \$4,138,948 from \$58,382,112 to \$60,521,060.

See Page 2 for further description of modification.

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) CARY A. HILTON General Manager METTS	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roxanne C Melton
15B CONTRACTOR/OFFEROR <i>Cary A. Hilton</i> (Signature of person authorized to sign)	15C DATE SIGNED 5/25/2010
	16B UNITED STATES OF AMERICA <i>Roxanne C Melton</i> (Signature of Contracting Officer)
	16C DATE SIGNED 5/25/10

A The purpose of this Modification No. 54 is to:

1. Update Table B-1, "Estimated Cost and Award Fee," to incorporate Option 2 Task Order Plan 3.4-2010-014 and Revisions, listed below, for IDIQ services.

3.4-2010-003 Rev 1 3.5-2010-011 Rev 1 3.14-2010-012 Rev 1

2. Update Section J, Attachment J-7, "Task Order by Reference," to include all approved Task Order Plans.
3. Incrementally fund the contract in the amount of \$4,138,948 hereby increasing the Total Funding Allotted amount from \$56,382,112 to \$60,521,060. Funded through date is estimated by the contractor to be October 1, 2010.

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)		\$1,716,690	(b)(4)			\$56,382,112
This Mod			\$0				\$4,138,948
Revised Total			\$1,716,690				\$60,521,060

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

WBS	Amount	PR#
62ET10/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/1/2	\$252,600.00	4200342579 Item# 001
62ET10/6100.2511/62/FC000000/136905.08.05.13.02.0/1.08/000/2510/62/EXPX22010D/234A/1/43	\$50,000.00	4200342579 Item# 002
62ET60/6100.2511/62/FC000000/136905.08.05.10.01.0/8/000/2510/62/EXPX22010D/234A/1/84	\$52,000.00	4200342579 Item# 003
62ET60/6100.2511/62/FC000000/136905.08.05.10.03.0/8.21/000/2510/62/EXPX22010D/234A/1/125	\$80,200.00	4200342579 Item# 004
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/1/166	\$22,000.00	4200342579 Item# 005
62ET30/6100.2511/62/FC000000/136905.08.05.10.03.0/8.21/000/2510/62/EXPX22010D/234A/1/207	\$178,000.00	4200342579 Item# 006
62ET20/6100.2511/62/FC000000/136905.08.05.10.05.0/8.06/000/2510/62/EXPX22010D/234A/1/248	\$27,410.00	4200342579 Item# 007
62ET20/6100.2511/62/FC000000/136905.08.05.10.10.0/8.01/000/2510/62/EXPX22010D/234A/1/289	\$42,902.00	4200342579 Item# 008
62ET02/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/1/330	\$260,000.00	4200342579 Item# 009
62ET02/6100.2511/62/FC000000/136905.08.05.10.03.0/8.21/000/2510/62/EXPX22010D/234A/1/371	\$159,000.00	4200342579 Item# 010
62ET40/6100.2511/62/FC000000/136905.08.05.10.09.0/8.01/000/2510/62/EXPX22010D/234A/1/2	\$10,233.00	4200341815 Item# 001
62RS40/6100.2511/62/FC000000/736466.02.05.08/000/2510/62/CASX22010D/361N/1/2	\$3,000.00	4200340722 Item# 001
62ET10/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22010D/234A/1/2	\$638,000.00	4200340659 Item# 001
62ET10/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22010D/234A/2/3	\$648,058.00	4200340659 Item# 001
62ET40/6100.2511/62/FC000000/136905.10.30.20.10/000/2510/62/EXPX22010D/234A/1/43	\$160,000.00	4200340659 Item# 002
62ET50/6100.2511/62/FC000000/136905.10.60.30.10.1/0/000/2510/62/EXPX22010D/234A/1/84	\$49,277.00	4200340659 Item# 003
62ET20/6100.2511/62/FC000000/136905.08.04.02.08.0/8.04/000/2510/62/EXPX22010D/234A/1/2	\$26,520.00	4200340659 Item# 004
62ER42/6100.2511/62/FC000000/136905.08.04.02.08.0/8.04/000/2510/62/EXPX22010D/234A/2/3	\$1,305.00	4200340406 Item# 001
62EV33/6100.2511/62/FC000000/136905.02.04.08.13/000/2510/62/EXPX22010D/234A/3/4	\$30,296.00	4200340406 Item# 001
62ES12/6100.2511/62/FC000000/136905.02.06.08.05/000/2510/62/EXPX22010D/234A/1/2	\$5,320.00	4200340406 Item# 001
62ES61/6100.2511/62/FC000000/769347.05.08.16.01.0/1/000/2510/62/EXCX22010D/733B/4/5	\$1,710.00	4200340406 Item# 001
62EM42/6100.2511/62/FC000000/136905.08.05.12.01.0/8/000/2510/62/EXPX22010D/234A/5/6	\$2,807.00	4200340406 Item# 001
62EM30/6100.2511/62/FC000000/136905.08.05.12.02.0/8.02/000/2510/62/EXPX22010D/234A/6/7	\$20,930.00	4200340406 Item# 001

62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.07/000/2510/62/EXPX22010D/234A/7/8	\$63,191.00	4200340406 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.09/000/2510/62/EXPX22010D/234A/8/9	\$385.00	4200340406 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.10/000/2510/62/EXPX22010D/234A/9/10	\$1,882.00	4200340406 Item# 001
62E523/6100.2511/62/FC000000/136905.08.05.12.02.0/8.13/000/2510/62/EXPX22010D/234A/10/11	\$119,841.00	4200340406 Item# 001
62EM40/6100.2511/62/FC000000/136905.08.05.12.07.0/8/000/2510/62/EXPX22010D/234A/11/12	\$5,080.00	4200340406 Item# 001
62ET02/6100.2511/62/FC000000/984754.02.07.08/000/2510/62/AERX22010D/469A/12/13	\$5,000.00	4200340406 Item# 001
62ET10/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/13/14	\$4,045.00	4200340406 Item# 001
62EM10/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/14/15	\$3,588.00	4200340406 Item# 001
62E523/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/15/16	\$427,694.00	4200340406 Item# 001
62E523/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/16/17	\$79,730.00	4200340406 Item# 001
62E523/6100.2511/62/FC000000/401769.06.03.07.02.0/3/000/2510/62/EXCX22010D/733B/17/18	\$265.00	4200340406 Item# 001
62ET10/6100.2511/62/FC000000/136905.08.04.02.08.0/9.03/000/2510/62/EXPX22010D/234A/18/19	\$3,000.00	4200340406 Item# 001
62E511/6100.2511/62/FC000000/595551.01.08.10.VP10/10/000/2510/62/CA5X22010R/CA5P/1/43	\$23,474.00	4200340406 Item# 002
62EM40/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/2/44	\$4,125.00	4200340406 Item# 002
62EM30/6100.2511/62/FC000000/136905.08.05.12.02.0/8.13/000/2510/62/EXPX22010D/234A/3/45	\$1,155.00	4200340406 Item# 002
62E523/6100.2511/62/FC000000/136905.08.05.10.03.0/8.19/000/2510/62/EXPX22010D/234A/4/46	\$9,500.00	4200340406 Item# 002
62E523/6100.2511/62/FC000000/136905.08.05.10.03.0/8.25/000/2510/62/EXPX22010D/234A/5/47	\$1,838.00	4200340406 Item# 002
62E523/6100.2511/62/FC000000/136905.08.05.12.02.0/8.01/000/2510/62/EXPX22010D/234A/6/48	\$11,050.00	4200340406 Item# 002
62EM40/6100.2511/62/FC000000/136905.08.05.12.02.0/8.02/000/2510/62/EXPX22010D/234A/7/49	\$43,390.00	4200340406 Item# 002
62ET50/6100.2511/62/FC000000/136905.08.05.12.07.0/8/000/2510/62/EXPX22010D/234A/8/50	\$98,591.00	4200340406 Item# 002
62VP61/6100.2511/62/FC000000/281945.02.03.01.66/000/2510/62/SCSX22010D/728A/9/51	\$5,596.00	4200340406 Item# 002
62VP24/6100.2511/62/FC000000/916925.02.01/000/2510/62/SCSX22010D/881D/10/52	\$7,132.00	4200340406 Item# 002
62EV31/6100.2511/62/FC000000/869021.05.08.01.01/000/2510/62/CA5X22010D/512F/11/53	\$16,942.00	4200340406 Item# 002
62EM40/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22010D/538A/12/54	\$5,530.00	4200340406 Item# 002
62ET60/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/13/55	\$150,000.00	4200340406 Item# 002
62E523/6100.2511/62/FC000000/432938.11.01.08.33/000/2510/62/CA5X22010D/361N/14/56	\$48,265.00	4200340406 Item# 002
62E543/6100.2511/62/FC000000/432938.11.01.08.42/000/2510/62/CA5X22010D/361N/1/84	\$40,000.00	4200340406 Item# 003
62E543/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/2/85	\$60,000.00	4200340406 Item# 003
62E543/6100.2511/62/FC000000/401769.06.03.03.02.0/7/000/2510/62/EXCX22010D/733B/2/126	\$40,000.00	4200340406 Item# 004
62E543/6100.2511/62/FC000000/401769.06.08.02.04.0/5/000/2510/62/EXCX22010D/733B/3/127	\$21,354.00	4200340406 Item# 004
62E543/6100.2511/62/FC000000/769347.05.08.16.01.0/1/000/2510/62/EXCX22010D/733B/1/125	\$737.00	4200340406 Item# 004
62EM10/6100.2511/62/FC000000/522632.08.01.01/000/2510/62/EXCX22010D/538A/1/2	\$10,000.00	4200342868 Item# 001
62EM42/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22010D/538A/2/3	\$20,000.00	4200342868 Item# 001
62EM20/6100.2511/62/FC000000/524238.08.01.01.03/000/2510/62/EXCX22010D/538A/3/4	\$45,000.00	4200342868 Item# 001
62EM20/6100.2511/62/FC000000/520871.08.01.01.02/000/2510/62/EXCX22010D/538A/4/5	\$25,000.00	4200342868 Item# 001
62EM31/6100.2511/62/FC000000/441261.04.23.02.08/000/2510/62/EXPX22010D/020U/5/6	\$15,000.00	4200342868 Item# 001
	\$4,138,948.00	

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-2 (Mod 53)	B-2 (Mod 54)
	B-4 (Mod 53)	B-4 (Mod 54)
Attachment J-7	J-7-3 (Mod 50)	J-7-3 (Mod 54)

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 54

Contractor
Proposal Number

IPC TOP Number	Submission Date
3.4-2010-003 Rev 1	5/20/2010
3.4-2010-014 Initial	5/20/2010
3.14-2010-012 Rev 1	5/12/2010
3.5-2010-011 Rev 1	5/20/2010

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		IDIQ TASK ORDERS		TOTAL																															
		ESTIMATED COST	MAXIMUM POTENTIAL AWARD FEE	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*																	\$321,839	\$8,439,158																		
	Fee Period 2*																	\$445,609	\$12,597,505																		
	Total Base																	\$767,448	\$21,036,663																		
\$2	OPTION YEAR 1										(b)(4)																										
	Fee Period 3*																										\$495,267	\$14,215,181									
	Fee Period 4*																										\$453,975	\$18,993,418									
	Total Option 1																										\$949,242	\$33,208,599									
\$3	OPTION YEAR 2																			(b)(4)																	
	Fee Period 5*																																			\$0	\$9,866,000
	Fee Period 6*																																			\$0	\$9,145,964
	Total Option 2																																			\$0	\$19,011,964
Overall Contract		(b)(4)																											\$1,716,690	\$73,257,226							

* 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 MAXIMUM POTENTIAL AWARD FEE	TOTAL EARNED AWARD FEE	TOTAL VALUE																		
4	OPTION YEAR 3	(b)(4)																										
	Fee Period 7*																	TBD	\$4,105,564.50									
	Fee Period 8*																	TBD	\$4,105,564.50									
5	OPTION YEAR 4										(b)(4)																	
	Fee Period 9*																										TBD	\$4,174,475.00
	Fee Period 10*																										TBD	\$4,174,475.00

* 6-month evaluation periods

TABLE B-1, ESTIMATED COST AND AWARD FEE (AF)

- (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 \$ 58,541,024. This allotment is for the Marshall Engineering Technicians and Trades Support Services and covers the following estimated period of performance: October 1, 2010.
- (b) An additional amount of \$ 1,980,036 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:	\$1,716,689	\$0	\$1,716,689
Total Sum Allotted:	\$56,382,112	\$4,138,948	\$60,521,060

(End of Clause)

