

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2 AMENDMENT/MODIFICATION NO  
000020

3 EFFECTIVE DATE  
See Block 16C

4 REQUISITION/PURCHASE REQ NO  
4200364544

5 PROJECT NO (if applicable)

6 ISSUED BY  
CODE MSFC

7 ADMINISTERED BY (if other than item 6)  
CODE MSFC

NASA/Marshall Space Flight Center  
Office of Procurement  
Marshall Space Flight Center AL 35812

NASA/Marshall Space Flight Center  
PS33/Wayne Harmon  
phone: (256) 544-5336  
fax: (256) 544-8993  
email: wayne.t.harmon@nasa.gov

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
DYNETICS TECHNICAL SERVICES INC.  
1002 EXPLORER BLVD  
HUNTSVILLE AL 35806-2806

9A AMENDMENT OF SOLICITATION NO.  
(x)

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO  
x NNM10AA03C

10B DATED (SEE ITEM 13)  
12/03/2009

CODE 5RWT5 FACILITY CODE

**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 Net Increase: \$5,400.00

**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.

D OTHER (Specify type of modification and authority)  
X FAR 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 purpose of this modification is to increase the total funding allotted to this contract in the amount of \$5,400 from \$56,769,685 to \$56,775,085 with no change to the funded through date of November 30, 2010.
- Pages B-1 and B-2 have been modified to reflect the changes made in paragraph 1 above. Slip sheets to the contract are provided with sidebars indication change.
- Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. The contract value remains unchanged at \$128,585,954.00.

LIST OF CHANGES:  
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)  
15B CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Wayne T Harmon

15C DATE SIGNED  
16B UNITED STATES OF AMERICA  
(Signature of Contracting Officer)

16C DATE SIGNED  
Nov. 9 2010

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM10AA03C/000020

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NAME OF OFFEROR OR CONTRACTOR  
DYNETICS TECHNICAL SERVICES INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Reason for Modification : Funding Only Action</p> <p>Total Amount for this Modification: \$0.00                      New Total Amount for this Version: \$128,585,954.00                      New Total Amount for this Award: \$334,527,907.00</p> <p>Obligated Amount for this Modification: \$5,400.00                      New Total Obligated Amount for this Award:                      \$56,775,085.00</p> <p>Incremental Funded Amount changed: from                      \$56,769,685.00 to \$56,775,085.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1                      Obligated Amount for this modification: \$5,400.00                      Incremental Funded Amount changed from                      \$56,769,685.00 to \$56,775,085.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      62IS01/6100.2572/62/FC000000/736466.01.09.08.05.4/                      2/000/2570/62/CASX22010D/361N/1/2                      Cost Center 62IS01                      GI Account 6100.2572                      Order FC000000                      Quantity: 0                      Amount: \$5,400.00</p> <p>Delivery Location Code: MSFC                      NASA/Marshall Space Flight Center                      Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE**

- (a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).
- (b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period
Base Year 1	2/1/10-07/31/10	(b)(4)		\$1,529,008
Base Year 1	08/1/10-01/31/11			TBD
Base Year 2	2/1/11-07/31/11			TBD
Base Year 2	08/1/11-01/31/12			TBD
Option 1 Yr 1	2/1/12-07/31/12			TBD
Option 1 Yr 1	08/1/12-01/31/13			TBD
Option 1 Yr 2	2/1/13-07/31/13			TBD
Option 1 Yr 2	08/1/13-01/31/14			TBD
Option 2 Yr 1	2/1/14-07/31/14			TBD
Option 2 Yr 1	08/1/14-01/31/15			TBD
TOTAL				TBD

To Be Determined (TBD) by Government

(End of clause)

**B.2 CONTRACT FUNDING. (1852.232-81) (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 (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through November 30, 2010.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	(b)(4)		
Potential Fixed Performance Fee			
Total Sum Allotted	\$56,769,685	\$5,400	\$56,775,085

(End of clause)

**B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

**B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)**

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

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (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.

(c) Reserved

(End of clause)