

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center PS33/Wayne Harmon phone: (256) 544-5336 fax: (256) 544-8993 email: wayne.t.harmon@nasa.gov	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE SRWT5		FACILITY CODE	9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C
			10B. DATED (SEE ITEM 13) 12/03/2009
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 Decrease: -\$217,136.00

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor _____ is not. X 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.)

1. The purpose of this modification is:

a) to deobligate incremental funding in the amount of \$217,136; thereby decreasing the total funding allotted to this task from \$95,350,663 to \$95,133,527, and

b) to definite the contractor's proposal for equitable adjustment dated August 5, 2011 for the transition of the data on the ODIN Servers to the Marshall Computing Services (MCS) (work that is within scope, but not included in the background and historical for the original competitive solicitation) in the amount of \$123,999 for Contract Base Year 2 which increases total contract value from \$121,951,840 to \$122,075,839.

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) Allison Brown Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wayne T Harmon
15B. CONTRACTOR/OFFEROR Allison Brown	16B. UNITED STATES OF AMERICA Wayne T Harmon
15C. DATE SIGNED 8/19/2011	16C. DATE SIGNED Aug 18, 2011
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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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>2. 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.</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification</p> <p>Contract Change Identification: Modification 038 Contractor Proposal dated August 5, 2011.</p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. The contract value is changed as a result of this modification to \$122,075,839.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Supplemental Agreement for work within scope</p> <p>Total Amount for this Modification: \$123,999.00 New Total Amount for this Version: \$122,075,839.00</p> <p>New Total Amount for this Award: \$328,017,792.00</p> <p>Obligated Amount for this Modification: -\$217,136.00 New Total Obligated Amount for this Award: \$95,133,527.00</p> <p>Incremental Funded Amount changed: from \$95,350,663.00 to \$95,133,527.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000038

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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)
	from \$121,951,840.00 to \$122,075,839.00 CHANGES FOR ACCOUNTING CODE: 62IS70/6100.2572/FC000000/884160.01.50.02.08/000/2570/62/CASX12011D/922A Account code changed from 62IS70/6100.2572/62/FC000000/884160.01.50.02.08/000/2570/62/CASX12011D/922A/51/101 to 62IS70/6100.2572/FC000000/884160.01.50.02.08/000/2570/62/CASX12011D/922A Amount changed from \$475,000.00 to \$257,864.00 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 FOB: Destination				

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	02/1/10-07/31/10	(b)(4)		\$1,529,008
Base Year 1	08/1/10-01/31/11			\$1,592,718
Base Year 2	02/1/11-07/31/11			TBD
Base Year 2	08/1/11-01/31/12			TBD
Option 1 Yr 1	02/1/12-07/31/12			TBD
Option 1 Yr 1	08/1/12-01/31/13			TBD
Option 1 Yr 2	02/1/13-07/31/13			TBD
Option 1 Yr 2	08/1/13-01/31/14			TBD
Option 2 Yr 1	02/1/14-07/31/14			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 August 22, 2011.
- (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	\$95,350,663	(\$ 217,136)	\$95,133,527

(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)