

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000039	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200400195	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.	9B. DATED (SEE ITEM 11)
CODE SRWT5	FACILITY CODE	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 Increase: \$4,753,808.00

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:
X	D. OTHER (Specify type of modification and authority) 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.)

1. The purpose of this modification is:

a) to obligate incremental funding in the amount of \$4,753,808; thereby increasing the total funding allotted to this task from \$95,133,527 to \$99,887,335.

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.

3. 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 \$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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wayne T Harmon	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED Aug 19 2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000039

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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>LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$4,753,808.00 New Total Obligated Amount for this Award: \$99,887,335.00</p> <p>Incremental Funded Amount changed: from \$95,133,527.00 to \$99,887,335.00</p> <p>Incrementally Funded through date changed from 08/22/2011 to 09/21/2011</p> <p>NEW ACCOUNTING CODE ADDED: See Attachment 01 Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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FUND	WBS	COST CTR	AMOUNT ON PR
CASX12011D	128636.01.08	62ED10	1,800
EXPX22011D	136905.02.06.08.06	62ES53	43,047
EXPX22011D	136905.02.06.08.06	62ES53	6,906
EXPX22011D	136905.02.06.08.06	62ES53	14,072
EXPX22011D	136905.02.06.08.06	62ES53	12,961
EXPX22011D	136905.02.06.08.06	62ES53	5,947
EXPX22011D	136905.02.06.08.06	62ES53	5,022
EXPX22011D	136905.02.06.08.06	62ES53	38,039
EXPX22011D	136905.02.06.08.06	62ES53	7,805
EXPX22011D	136905.08.05.03.01.01.08	62ES21	4,266
EXPX22011D	136905.08.05.12.01.08	62EM10	30,000
CASX12011R	199008.02.08.11.VP85.11	62VP02	17,803
CASX12011R	199008.02.08.54.VP2G.11	62VP62FA	555
CASX12011R	199008.02.08.54.VP2G.11	62VP62FA	555
EXPX22011D	215133.01.08	62VP01	12,000
EXPX22011D	215133.01.08	62VP01	4,590
EXPX22011D	215133.01.08	62VP01	20,000
EXPX22011D	215952.07.01.08.03	62HS30	304
EXCX22011D	361065.07.02.01	62IS40	8,569
EXCX22011D	361065.07.02.01	62IS40	15,311
EXCX22011D	361065.07.02.01	62IS40	199
EXCX22011D	361065.07.02.01	62IS40	482
EXCX22011D	361065.09.03.02	62IS40	19,488
EXPX22011D	387498.04.01.07.07.08	62EM41	9,240
SCEX22011D	388443.05.05.04	62VP01	24,155
SCEX22011D	397424.07.02.02.03	62VP01	43,472
SCEX22011D	397424.07.02.03.09	62VP01	8,000
EXCX22011D	401769.06.08.02.04.05	62ES43	20,259
EXCX22011D	401769.06.08.02.04.05	62ES43	50,377
EDUX22011D	402463.04.08	62HS30	20,000
EXCX22011D	411011.01.01.01.01	62MP02	2,284
EXCX22011D	411011.01.01.01.04	62MP02	433
EXCX22011D	411011.03.01.07	62CS30	329
EXCX22011D	411011.03.01.07	62CS30	356
EXCX22011D	411011.03.01.07	62CS30	1,069
EXCX22011D	411011.03.01.07	62CS30	1,043
SCEX22011D	411672.06.04.01	62VP01	9,200
SCEX22011D	411672.06.04.01	62VP22	192
SCEX22011D	411672.06.04.01	62VP22	60
CASX12011D	432938.08.01.08.04.01	62ER32	525
CASX12011D	432938.08.01.08.04.04	62ER21	661
CASX12011D	432938.08.01.08.05	62EV42	218,000

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CASX12011D	432938.09.01.08.11.02	62ES31	11,816
CASX12011D	432938.10.02.08	62QD10	100
CASX12011D	432938.11.01.08.31	62ET30	1
CASX12011D	432938.11.01.08.32	62ES52	31,139
CASX12011D	432938.11.01.08.33	62ED02	100,483
CASX12011D	432938.11.01.08.33	62EV31	5,019
CASX12011D	432938.11.01.08.33	62EV31	19,440
CASX12011D	432938.11.01.08.33	62ES62	6,477
CASX12011D	432938.11.01.08.35	62ED02	682
CASX12011D	432938.11.01.08.35	62ED02	18,960
CASX12011D	432938.11.01.08.35	62ED02	42,498
CASX12011D	432938.11.01.08.35	62ED02	264,555
CASX12011D	432938.11.01.08.35	62ED02	500,000
CASX12011D	432938.11.01.08.35	62ED02	78
CASX12011D	432938.11.01.08.35	62ER41	22,143
CASX12011D	432938.11.01.08.35	62EV01	1,000
CASX12011D	432938.11.01.08.35	62EV30	2,887
CASX12011D	432938.11.01.08.35	62EV30	2,886
CASX12011D	432938.11.01.08.35	62EV30	5,773
CASX12011D	432938.11.01.08.35	62EV90	459
CASX12011D	432938.11.01.08.39	62ES32	120
CASX12011D	432938.11.01.08.39	62ET02	120
CASX12011D	432938.11.01.08.39	62ET02	120
CASX12011D	432938.11.01.08.39	62EV80	304
CASX12011D	432938.11.01.08.40	62EM42	21,880
CASX12011D	432938.11.01.08.40	62ET30	34,000
CASX12011D	432938.11.01.08.41	62ES20	35,386
CASX12011D	432938.11.01.08.41	62ES33	26,780
CASX12011D	432938.11.01.08.41	62ES52	5,262
CASX12011D	432938.11.01.08.43	62ES23	20,000
CASX12011D	432938.11.01.08.43	62ES23	40,130
SCEX22011D	511432.07.04	62VP01	9,000
EXCX22011D	520871.08.01.01.02	62MP02	60
EXCX22011D	522094.08.01.01.03.02	62MP21	113
EXCX22011D	522632.08.01.01	62MP92	444
CECX62011D	536136.08.04.01	62EM60	300,000
CASX12011R	595551.01.08.11.VP21.11	62VP62	9,667
EXPX22011D	604746.02.22.03.01.01.08	62EV44	30,000
EXPX22011D	604746.07.03.11.08.03	62SF02	340,129
EXPX22011D	604746.07.03.11.08.03	62SF02	12,136
CASX12011D	618325.37.05.02.08	62IS01	85,500
EXPX22011D	644423.06.34.01.08	62VP32	3,468
EXPX22011D	644423.06.34.03.10.08	62VP32	17,875

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CASX12011D	685676.01.08.01	62ED10	500
SCEX22011D	714607.01.01.02.02	62VP01	73,000
EXPX22010D	727950.01.62.01	62VP33	39
CASX12011D	736466.01.02.08.05	62HS50	181
CASX12011D	736466.01.03.08	62OS01	6,000
CASX12011D	736466.01.03.08	62OS01	4,603
CASX12011D	736466.01.04.08.01	62CS20	43,000
CASX12011D	736466.01.04.08.01	62CS20	7,800
CASX12011D	736466.01.04.08.01	62CS20	3,000
CASX12011D	736466.01.04.08.03	62HS30	3,182
CASX12011D	736466.01.04.08.03	62HS30	104
CASX12011D	736466.01.06.08.01	62RS01	97,566
CASX12011D	736466.01.06.08.01	62RS01	661
CASX12011D	736466.01.08.08.04	62CS40	60,000
CASX12011D	736466.01.08.08.04	62CS40	10,800
CASX12011D	736466.01.08.08.04	62CS40	4,000
CASX12011D	736466.01.08.08.05	62CS30	21,331
CASX12011D	736466.01.08.08.05	62CS30	14,000
CASX12011D	736466.01.09.08.03.10	62IS01	1,094,624
CASX12011D	736466.01.10.08.02.13	62AS40	3,270
CASX12011D	736466.01.10.08.02.14	62AS40	2,200
CASX12011D	736466.01.10.08.02.16	62AS40	120
CASX12011D	736466.02.04.08	62EO01	614
CASX12011D	736466.02.05.08.02	62HS10	60
CASX12011D	736466.02.05.08.03	62HS40	34,121
CASX12011D	736466.03.01.08.02.05	62AS10	270
CASX12011D	736466.03.01.08.02.05	62AS10	50
CASX12011D	736466.03.01.08.02.05	62AS10	26,000
CASX12011D	736466.03.01.08.02.05	62AS10	324
CASX12011D	736466.04.02.08.01.02	62AS50	150,000
CASX12011D	736466.06.08.08.07	62AS20	616
CASX12011D	736466.06.08.08.07	62AS20	6,831
CASX12011D	736466.06.08.08.08	62AS20	4
SCEX22011D	742887.04.08.01	62VP61	6,000
EXPX22011D	745396.01.06.08	62ED04	21,000
EXCX22011D	750271.09.01.08	62ET10	526
EXCX22011D	769347.05.08.01.01.01	62EO02	1,492
SCEX22011D	791926.02.03.03.81	62VP62	66
CASX12011D	811540.01.01.08	62ED10	3,369
CECX62011D	821001.08.02.05	62AS10	700
CECX62011D	821001.08.02.05	62AS10	6,000
CASX12011D	869021.01.08.01.04	62ED02	22,200
CASX12011D	869021.04.08.01.13.04	62ET30	20,976

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CASX12011D	884160.01.50.02.08	62IS01	1,275
CASX12011D	884160.01.50.02.08	62IS01	1,775
CASX12011D	884160.01.50.02.08	62IS70	3,845
CASX12011D	884160.01.50.02.08	62IS70	40,000
CASX12011D	884617.10.10.02.08	62IS01	23,416
CASX12011D	884617.10.10.02.08	62IS01	133,357
CASX12011D	884617.10.10.02.08	62IS01	1,200
SCEX22011D	916925.01.01.01	62VP01	5,000
CASX12011R	921179.01.08.11.E463.11	62EM40	1,190
CASX12011R	921179.01.08.11.E55A.11	62EM50	1,209
CASX12011R	921179.01.08.11.EM24.11	62EM32	350
CASX12011R	921179.01.08.11.EM29.11	62EM01	40,078
CASX12011R	921179.01.08.11.EM29.11	62EM40	14,411
CASX12011R	921179.01.08.11.EM76.11	62EM50	1,200
CASX12011R	921179.01.08.11.ER4C.11	62ER42	2,310
CASX12011R	921179.01.08.16.EM29.11	62EM01	18,088
CASX12011R	921179.01.08.17.EM72.11	62EM50	4,318
CASX12011R	921179.01.08.18.EM72.11	62EM50	1,323
			4,753,808

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	(b)(4)		\$1,592,718
Base Year 2	02/1/11-07/31/11	(b)(4)		TBD
Base Year 2	08/1/11-01/31/12	(b)(4)		TBD
Option 1 Yr 1	02/1/12-07/31/12	(b)(4)		TBD
Option 1 Yr 1	08/1/12-01/31/13	(b)(4)		TBD
Option 1 Yr 2	02/1/13-07/31/13	(b)(4)		TBD
Option 1 Yr 2	08/1/13-01/31/14	(b)(4)		TBD
Option 2 Yr 1	02/1/14-07/31/14	(b)(4)		TBD
Option 2 Yr 1	08/1/14-01/31/15	(b)(4)		TBD
TOTAL		(b)(4)		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:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed Performance Fee			
Total Sum Allotted	\$95,133,527	\$ 4,753,808	\$99,887,335

(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)