

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000047	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.	9B. DATED (SEE ITEM 11)
CODE 5RWT5	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

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, Changes - Cost-Reimbursement and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

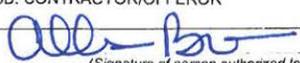
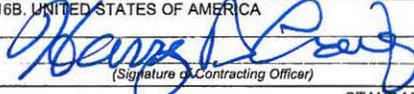
E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purposes of this modification are to:

- a) Definitize contractor's proposal dated December 20, 2011 to perform the following:
 - i. Extend the descope of the contract for Options 1 and 2 in accordance with the descope of the Base contract in Modification 34. The negotiation of the reduction of scope was delayed due to constraints and ambiguities resulting from operating under a Continuing Resolution and thus no formal budget for out years.
 - ii. Add contractor support of the current computing; storage and backup infrastructure for the NEACC lines of business. This infrastructure consists of approximately 780 operating 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) Harry B Craig
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/27/12
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1-30-2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNMI0AA03C/000047

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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>instances and 260 terabytes (TB) of storage. The storage of the data will be on Marshall Computing Services (MCS) services and the NEACC system will operate as a tenant. This effort was negotiated for the Base contract only because of the short turnaround needed due to the effort being deleted from the expiring UNITEs contract. This effort will continue through Options 1 and 2.</p> <p>iii. Add the ODIN server administration that will be carried forward in Options 1 and 2 to this contract. This effort was negotiated for the Base contract only because of the short turnaround needed due to the cost savings that could be gained immediately and that the effort was on expiring ODIN contract. This effort will continue through Options 1 and 2.</p> <p>b) This modification increases the potential contract value by \$3,898,539, from \$330,236,825 to \$334,135,364. Of this amount (b)(4) is added to the estimated cost, thereby increasing estimated cost from (b)(4). Additionally, potential fixed performance fee is increased by (b)(4) to (b)(4).</p> <p>c. The current funded amount is \$124,294,872 and the funded through date remains unchanged at January 31, 2012.</p> <p>2. The following paragraphs have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p style="padding-left: 40px;">Clause B.1 on Page B-1</p> <p>3. Contractor's Statement of Release 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. Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF. AMENT 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>Contract Change Identification: Modification 047 Contractor Proposal dated December 20, 2011.</p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</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	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			\$1,550,280	
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					\$4,672,006

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 January 31, 2012.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.