

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000050	3. EFFECTIVE DATE	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/Jane L. Thomas phone: (256) 544-7893 fax: (256) 544-8993 email: jane.l.thomas@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)	
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 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) Net Decrease: -\$25,041.00  
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).
	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 \_\_\_\_\_ 0 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(s) of this modification are to:

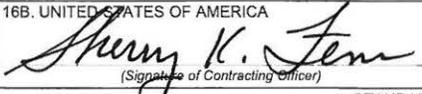
a. Deobligate funding in the amount of -\$25,041; thereby decreasing the total funding allotted to this contract from \$147,116,444 to \$147,091,403. The anticipated fund through date remains unchanged at May 22, 2012.

b. Add Earned Fixed Performance Fee of \$1,581,444 for the semi-annual fee period of Base Year 2.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

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) Sherry K Fenn
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 3/15/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNM10AA03C/000050

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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)
	Clause B.1 Estimated Cost and Potential Fixed Performance Fee Clause E.2 Contract Funding  3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.  Current Contract Value remains unchanged: \$262,196,602 Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812  FOB: Destination				

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$147,116,444
This Action	\$0	-\$25,041
New Amount	\$262,196,602	\$147,091,403

**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	Option Status
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008	Base
Base Year 1	08/1/10-01/31/11	(b)(4)		\$1,592,718	Base
Base Year 2	02/1/11-07/31/11	(b)(4)		\$1,550,280	Base
Base Year 2	08/1/11-01/31/12	(b)(4)		\$1,581,444	Base
Option 1 Yr 1	02/1/12-07/31/12	(b)(4)		TBD	Exercised
Option 1 Yr 1	08/1/12-01/31/13	(b)(4)		TBD	Exercised
Option 1 Yr 2	02/1/13-07/31/13	(b)(4)		TBD	Exercised
Option 1 Yr 2	08/1/13-01/31/14	(b)(4)		TBD	Exercised
Option 2 Yr 1	02/1/14-07/31/14	(b)(4)		TBD	Unexercised
Option 2 Yr 1	08/1/14-01/31/15	(b)(4)		TBD	Unexercised
TOTAL		(b)(4)		\$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 May 22, 2012.

(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	\$147,116,444	-\$25,041	\$147,091,403

(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)