

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5
2. AMENDMENT/MODIFICATION NO. 000074	3. EFFECTIVE DATE 05/14/2013	4. REQUISITION/PURCHASE REQ. NO. 4200473177	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/Kimberly N. Williams phone: (256) 544-1580 fax: (256) 544-8993 email: Kimberly.n.williams@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 5RWT5 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) Net Increase: \$3,591,328.00  
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) NFS 1852.232-77 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) Provide an obligation of incremental funding in the amount of \$3,591,328; thereby increasing the total funding allotted to this contract from \$200,919,084 to \$204,510,412; and

REQUISITION AMOUNT	
4200473177	\$3,620,758.00
De-ob 4200448831	(\$29,430.00)
TOTAL	\$3,591,328.00

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) Kimberly N Williams
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 05/14/2013

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM10AA03C/000074

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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>These funds need to be deobligated for reason(s) below:</p> <p>1. Funds being moved to another contract</p> <p>b) The anticipated fund through date changes to June 6, 2013;</p> <p>2. Pursuant to the Changes Clause 52.243-2, the following page(s) or attachment(s) has/have been modified or deleted in their entirety. Slip-sheets to the contract are provided with sidebars indicating change:</p> <p>Page B-1 - Contract Funding Revised Page B-2 - Recapitulation of Funding</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>Current Contract Value remains unchanged: \$262,196,602</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$3,591,328.00 New Total Obligated Amount for this Award: \$204,510,412.00 Incremental Funded Amount changed: from \$200,919,084.00 to \$204,510,412.00</p> <p>Incrementally Funded through date changed from 06/07/2013 to 07/01/2013 Payment Terms: Net 30 days FOB: Destination</p>				

PR 4200473177

RD	FUND	WBS	COST CTR	AMOUNT ON PR
809	SCEX22013D	269027.04.08	62HS30	1,598
640	EXPX22013D	277144.11.04.13	62HS30	8,000
807	EXPX22012D	277385.04.02.08.02	62ED04	1,521
635	EXPX22012D	277385.04.02.08.02	62ED04	4,200
506	EXCX22013D	361065.07.02.01	62IS40	1,789
807	EXPX22013D	371365.02.03	62ED04	13,410
660	EXCX22013D	401769.06.03.07.03.03	62EV44	46,000
624	EXCX22013D	401769.06.08.02.04.05	62ES23	41,500
621	CASX22013D	432938.08.01.08.09.05.20	62EM60	60,000
621	CASX22013D	432938.08.01.08.09.06.50	62EM60	2,939
646	CASX22013D	432938.08.01.08.09.06.50	62ES43	56,982
807	CASX12012D	432938.09.01.08.04.01	62ED04	4,200
635	CASX22013D	432938.09.01.08.13.28	62ED04	800
807	CASX22013D	432938.09.01.08.13.28	62ED04	14,000
621	CASX22013D	432938.09.01.08.13.44	62EM60	52,000
618	CASX12012D	432938.11.01.08.33	62ED02	92,296
643	CASX22013D	432938.11.01.08.33	62EM42	168,000
202	CASX22013D	432938.11.01.08.33	62ET50	16,874
502	CASX22013D	432938.11.01.08.35	62ER33	100
502	CASX22013D	432938.11.01.08.35	62ER41	100
663	CASX22013D	432938.11.01.08.35	62EV01	50,000
700	CASX12012D	432938.11.01.08.35	62EV42	5,841
700	CASX12012D	432938.11.01.08.35	62EV71	7,008
502	CASX22013D	432938.11.01.08.39	62ET10	120
502	CASX22013D	432938.11.01.08.39	62ET40	200
502	CASX22013D	432938.11.01.08.39	62EV01	100
502	CASX22013D	432938.11.01.08.39	62EV34	100
502	CASX22013D	432938.11.01.08.39	62EV34	100
502	CASX22013D	432938.11.01.08.39	62EV41	100
502	CASX22013D	432938.11.01.08.39	62EV44	100
502	CASX22013D	432938.11.01.08.39	62EV72	100
508	CASX22013D	432938.11.01.08.39	62EV73	661
502	CASX22013D	432938.11.01.08.40	62EM32	100
508	CASX22013D	432938.11.01.08.40	62EM42	1,933
415	CASX22013D	572196.08.08	62IS70	6,849
705	CASX22013D	572196.11.08	62IS70	355,000
809	EXPX22013D	585777.01.01.02	62XP02	230
807	EXPX22013D	585777.02.02.01.01.10	62ED04	16,270

508	EXPX22013D	585777.02.40.04.03.10	62ET20	3,080
643	EXPX22013D	585777.02.81.01.01.10	62EO04	30,000
202	EXPX22013D	585777.02.90.02.05.10	62ES53	
202	EXPX22013D	585777.02.90.02.50.10	62ES53	21,981
508	EXPX22013D	585777.08.10.10.01	62XP03	100
700	EXPX22013D	585777.08.20.01.01	62ER21	10,172
646	EXPX22013D	585777.08.30.33	62ES43	58,228
506	EXPX22013D	585777.08.30.50.62.03	62ET30	250
640	EDUX22013D	612506.62.01	62HS30	2,750
640	EDUX22013D	612506.62.03	62HS30	2,750
809	SPTX22013D	645454.01.08.04.03	62ZP31	58
625	EXCX22013D	725932.08.01.02.01	62ER43	7,000
809	CASX22013D	736466.01.02.08.01.05	62HS01	87
502	CASX22013D	736466.01.08.08.04	62CS01	100
662	CASX22013D	736466.01.09.08.03.06	62IS01	13,714
804	CASX22013D	736466.01.09.08.03.09	62IS01	22,960
800	CASX22013D	736466.01.09.08.03.10	62IS01	889
807	CASX22013D	736466.01.09.08.05.53	62CS10	54,000
508	CASX22013D	736466.01.10.08.02.16	62AS40	4,800
506	CASX22013D	736466.04.02.08.01.02	62AS50	400,000
644	CASX22013D	736466.06.08.08.07	62AS20	78,117
202	CASX22013D	736466.06.08.08.07	62AS20	7,560
500	CASX22013D	736466.07.01.08	62IS01	78,136
501	CASX22013D	736466.07.01.08	62IS01	634,498
600	CASX22013D	736466.07.03.08	62IS01	221,601
616	CASX22013D	736466.07.03.08	62IS01	102,263
420	CASX22013D	736466.07.08.08	62IS01	22,596
300	CASX22013D	736466.07.09.08	62IS01	216,845
442	CASX22013D	736466.07.10.08	62IS01	24,723
202	EXPX22013D	747797.06.13.06.30.08	62ET10	800
502	CASX22013D	812235.29.20.02.08	62IS50	360
502	SPTX22013D	813188.01.08	62ZP31	200
705	CASX22013D	884617.10.01.02.08.88.01	62IS01	450,000
807	EXPX22013D	898694.01.10.08	62IS30	14,000
711	SCEX22012D	943396.05.03.02.08.02	62ZP13	1,519
640	EDUX22013D	975423.62.02.04	62HS30	1,750
640	EDUX22013D	975423.62.04.04	62HS30	1,750
640	EDUX22013D	980399.62.01	62HS30	25,000
640	EDUX22013D	980399.62.02	62HS30	25,000
640	EDUX22013D	980399.62.03	62HS30	25,000
640	EDUX22013D	980399.62.04	62HS30	25,000

Subtotal				3,620,758
Deob				(29,430)
Total				3,591,328

Recapitulation of contract value and funding is as follows:

	Contract Value	Contract Funding
Previous Amount	\$262,196,602	\$200,919,084
This Action	\$0	\$3,591,328
New Amount	\$262,196,602	\$204,510,412

**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)		\$1,691,989	Exercised
Option 1 Yr 1	08/1/12-01/31/13	(b)(4)		\$1,697,294	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)		\$9,642,733	

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 July 1, 2013.

(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	\$200,919,084	\$3,591,328	\$204,510,412

(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)