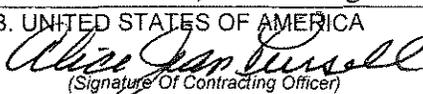


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. 000015		3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO.	
NASA/Johnson Space Center Attn: Nancy S. Robb/BJ4 2101 NASA Parkway Houston, TX 77058-3696		CODE JSC	7. ADMINISTERED BY See block 6		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) DYNCORP INTERNATIONAL LLC 13500 Heritage Pkway Fort Worth, TX 76177-5318			(9)	9A. AMENDMENT OF SOLICITATION NO		
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
			(10)	10A. MOD. OF CONTRACT/ORDER No NNJ12JC05C		
CODE 1SMB2		FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 4/23/12		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR 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:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy 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 ACKNOWLEDGMENT 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.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
N/A Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> 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.						
<input checked="" type="checkbox"/> 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).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)						
IMPORTANT: Contractor IS NOT required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
A. The purpose of this modification is to: revise clause H.12, update clause H.13, and change the due date for DRD M04 Monthly Progress Report, as follows:						
(continued on page 2)						
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			
			Alice Jean Pursell, Contracting Officer			
15B. CONTRACTOR/OFFEROR				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)						1/13/14
				(Signature Of Contracting Officer)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FAR (48 CFR)	

- B. Add \$ (b) (4) to February 28, 2014 to fund the award fee.
- Add \$ (b) (4) to February 28, 2014 to correct the allotment.
- Add \$ (b) (4) to May 31, 2014 to fund the award fee.
- Add \$ (b) (4) to May 31, 2014 to correct the allotment.

Change Clause H.12 table **FROM:**

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
August 1, 2012	(b) (4)
November 1, 2012	
February 1, 2013	
May 1, 2013	
September 20, 2013	
September 30, 2013	
November 30, 2013	
February 28, 2014	
May 31, 2014	

TO:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
August 1, 2012	(b) (4)
November 1, 2012	
February 1, 2013	
May 1, 2013	
September 20, 2013	
September 30, 2013	
November 30, 2013	
February 28, 2014	
May 31, 2014	

Change page H-55 is provided.

- C. Update Clause H.13 1852.235-71 Key Personnel and Facilities (MAR 1989) (Applies to Fixed-Price and Cost) and the Engineering position/functional area.

Change page H-57 is provided.

- D. Change the submission of DRD M04, paragraph f, **from** "10 days after the end of each month" **to** "15 days after the end of each month" in accordance with letter BR3-13-0122 of July 8, 2013.

Change page Attachment J-1: AMOS-DRD-M04 Page 4 of 4 is provided.

- (v) Claims for damages resulting from failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or
- (vi) Claims by the Government arising out of or relating to a contractor's failure to perform its obligations under this contract.
- (5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
- (6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter 701 is applicable. (End of clause)

H.12 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT). (MAR 1989)
(Applies to Fixed-Price)

(a) Of the total fixed price of items in Section B.2, the sum of **(b) (4)** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
August 1, 2012	(b) (4)
November 1, 2012	
February 1, 2013	
May 1, 2013	
September 20, 2013	
September 30, 2013	
November 30, 2013	
February 28, 2014	
May 31, 2014	

*Note: The amounts listed are for administrative purposes only, funds will be obligated in CMM upon issuance of Task Orders.

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until April 30, 2014.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The personnel in the positions or managing the functional areas listed below and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Position/Functional Area	Personnel
Executive Manager	James Snowden
Executive Manager - Alternate	Timothy Wolard
Engineering	(b) (4)
WB-57 Maintenance	
Program and Project Support	
Logistics	
Maintenance	
Quality Control	
Safety and Health Officer	
Sub-contracting and Purchasing	
LaRC Executive Manager	

(End of clause)

H.14 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992) (Applies to Fixed-Price and Cost)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC –STD-123. See work page for instructions.)

8. Status of Ground Support Equipment plus 6-Month Forecast
Monthly report of Ground Support Equipment, maintenance and inspections completed. Status and justification of any work not completed. Six-month forecast of upcoming requirements.
 9. Status of Personal Survival Equipment plus 6-Month Forecast
Monthly report of Personal Survival Equipment maintenance and inspections completed. Status and justification of any work not completed. Six-month forecast of upcoming requirements
 10. Monthly Report on Status of Outstanding Procurements
Monthly report on status of all outstanding procurements. This report shall include:
 - a) When ordered by buyer
 - i) Estimated due date
 - j) Any problems holding up order
 11. Flight Hours by Tail Number to Date (FY and CY)
Monthly report by Tail Number of cumulative flight hours, documented from Form LF 115, both FY and CY.
 12. Status of all Parts and Materials (estimated price, actual price, date due and date received)
Monthly report of all parts and materials ordered by Tail Number to include:
 - a) Purchase Order #
 - k) Date Ordered
 - l) Estimated Price
 - m) Actual Price
 - n) Date Due
 - o) Date Received
- d. Format: Contractor's format is acceptable
- e. Distribution:
1. BJ4/Contracting Officer (Hard Copy)
 2. CC/Contracting Officer's Technical Representative (Electronic distribution in Microsoft Office or PDF format.)
 3. CC/Alternate Contracting Officer's Technical Representative (Electronic distribution in Microsoft Office or PDF format.)
 4. Branch Chiefs (Electronic distribution in Microsoft Office or PDF format.)
- f. Submission:
1. Initial: Contract start + 15 calendar days.
 2. Final: Contract start + 30 calendar days.
 3. Frequency:: 15 days after the end of each month.