AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT I D CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MOD NO. 000019	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO
6. ISSUED BY CODE JSC NASA/Johnson Space Center Attn: Nancy S. Robb/BR3 2101 NASA Parkway Houston, TX 77058-3696		7. ADMINISTERED BY CODE JSC See block 6		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)		(9)	9A. AMENDMENT OF SOLICITATION NO
DYNCORP INTERNATIONAL LLC 13500 Heritage Pkway Fort Worth, TX 76177-5318		☐	9B. DATED (SEE ITEM 11)
		(10)	10A. MOD. OF CONTRACT/ORDER No NNJ12JC05C
CODE 1SMB2	FACILITY CODE	☒	10B. DATED (SEE ITEM 13) 4/23/12

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 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:

(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.

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.

☐ 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:

☑ D. OTHER (Specify type of modification and authority)
Mutual agreement of the parties

IMPORTANT: Contractor IS 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.)

The purpose of this modification is to: (a) cancel modification 000014 in its entirety; and (b) make various changes to Sections B, F, G, and H as a result of recognizing the contractor's claim of July 14, 2014.

(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
DAVID MORENO, SR. CONTRACTS MGR.		Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	9/19/14	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) Alice Jean Pursell 16C. DATE SIGNED 9/23/14

A. Change Section B is accordance with the following Table:

Table 1

Thru Option 1	From	by	To
B.2			
B.2 Total			
B.2.1.1			
B.2.1.1 Total			

(b) (4)

A change page B-9 is provided.

B. Change Section F in accordance with the following Table:

Table 2

Option 1	From	by	To	Exercised August 29, 2013
Option 2				
F.6(B.2)				
F.6(B2.1.1)				
F.6(B2.1.1) Total				

(b) (4)

A change page F-

C. Change Section G in accordance with the following Tables:

Table 3

Option 1	FROM	BY	TO	Quantity	Amount
G.7.1.3 Unit					
JSC4					
JSC5					
JSC5					
JSC5 TTL					
Option 1 TTL					

(b) (4)

Table 4

Option 2	FROM	BY	TO	Quantity	Amount
G.7.1.4 Unit					
JSC6					
JSC7					
JSC7					
JSC7 TTL					
Option 2 TTL					

(b) (4)

Change pages G-31 and G-32 are provided.

D. Change Section H in accordance with the following Table:

Schedule for Allotment of Funds:

Table 5

H.12	From	by	To
Sch. Allot. Funds			
Sep. 30, 2014			
Nov. 30, 2014			

(b) (4)

Change page H-55 is provided

E. Due to various rounding calculations, the contractor shall not bill for more than the amount in clause B.2.1.1 for Fixed Price.

F. In consideration of the NNJ12JC05C Modification 000019 agreed to herein as complete equitable adjustment for the contractor's GP205-AMS14-C-NASA AMOS-49 Proposal dated July 14, 2014 "proposal for adjustment," 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 the "proposal for adjustment."

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF WORK (Applies to Fixed-Price and Cost)

The Contractor shall provide all personnel, materials, and facilities (except as otherwise provided in the contract) necessary to perform those functions set forth in Section C, Statement of Work (S)W, at the Johnson Space Center (JSC) and other locations specified in the SOW.
(End of clause)

B.2 ESTIMATED COST, FIXED PRICE, AWARD FEE, AND FIXED FEE (Applies to Fixed-Price and Cost)

The total estimated cost, phase-in, and fixed price of this contract is $[redacted] (b) (4) The provisional increase in estimated cost is $[redacted] (b) (4) Total fixed fee is $[redacted] (b) (4) and the maximum available award fee is $[redacted] (b) (4) Total estimated cost, provisional increase, fixed price, fixed fee, and maximum award fee is **$121,061,314.23**.

B.2.1 The estimated cost, provisional increase, fixed price, maximum available award fee and fixed fee for Johnson Space Center and Langley Research Center are:

B.2.1.1 The estimated cost, fixed price and maximum award fee of this contract at Johnson Space Center are as follows:

	Estimated Cost, Fixed Price	Maximum Award Fee
Phase-in (Fixed Price)	[redacted] (b) (4)	
Estimated Cost		
Fixed Price		
Total		

B.2.1.2 The estimated cost, provisional increase, fixed price phase-in only, fixed fee and maximum award fee of this contract at Langley Research Center are as follows:

Phase-in (Fixed Price)	[redacted] (b) (4)
Estimated Cost	
Provisional Increase	
Maximum Award Fee	
Fixed Fee	
Total	

B.2.1.3 The costing of LOE task orders for this contract shall be in accordance with the negotiated and fully burdened composite labor rates as shown in Table B-1. The rates shall be fully burdened composites of the Team(s)' rates by skill exclusive of fee. These rates shall tie to the Contract Rates Section of the Summary Cost Template (SCT) Table for LOE. Note that the bottom of Table B-1 allows for indirect rates to be applied, if applicable, to non-labor resources (for example, and application of material handling rate on materials.)

Option 1

B.2 entitled "ESTIMATED COST, FIXED PRICE, AWARD FEE, AND FIXED FEE" will be modified to reflect the additions of (b) (4) to the estimated cost and fixed price, $ (b) (4) to the maximum available award fee and $(b) (4) to the fixed fee.

B.2.1.1 will be modified to reflect the addition to the estimated cost, fixed price and maximum available award fees as follows:

		Maximum Available Award Fee
Estimated Cost	$ (b) (4)	$ (b) (4)
Fixed Price	$ (b) (4)	$ (b) (4)
Total	$ (b) (4)	$ (b) (4)

B.2.1.2 will be modified to reflect the addition to the estimated cost and fixed fee as follows:

		Fixed Fee
Estimated Cost	$ (b) (4)	$(b) (4)
Total	$ (b) (4)	$(b) (4)

F.5 entitled "PERIOD OF PERFORMANCE" will be modified to state:
"The Period of Performance of this contract shall be June 1, 2012 through September 30, 2015

H.20 entitled "LEVEL OF EFFORT (COST) will be modified to reflect the addition of (b) (4) total direct hours to the number of hours shown in (a).

H.20 Johnson Space Center will be modified to reflect the addition of (b) (4) total direct labor hours shown in (a)(1).

H.20 Langley Research Center will be modified to reflect the addition o (b) (4) otal direct labor hours shown in (a)(2).

I.35 entitled "PAYMENT OF OVERTIME PREMIUMS" will be modified to reflect an addition of $ (b) (4)

Option 2

B.2 entitled "ESTIMATED COST, FIXED PRICE, AWARD FEE, AND FIXED FEE" will be modified to reflect the additions of $ (b) (4) to the estimated cost and fixed price and $ (b) (4) to the maximum available award fee and $(b) (4) to the fixed fee.

B.2.1.1 will be modified to reflect the addition to the estimated cost, fixed price and maximum available award fee as follows:

		Maximum Available Award Fee
Estimated Cost	$ (b) (4)	$ (b) (4)
Fixed Price	$ (b) (4)	$ (b) (4)
Total	$ (b) (4)	$ (b) (4)

B.2.1.2 will be modified to reflect the addition to the estimated cost and fixed fee as follows:

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(D) The Contractor may invoice monthly for the preceding month for the Fixed-Price Portion of the Contract, exclusive of the Award Fee, based on the following:

G.7.1 For Johnson Space Center, Phase-In And Base Period

G.7.1.1 JSC Phase-In Period

Item No	Description	Quantity	Unit	Unit Price	Amount
JSC 1	Phase-In	1	Lot	[redacted]	(b) (4)

***This amount shall be the same as found in B.2.1.1 (Phase-In).**

G.7.1.2 Fixed Price Quantities for the Base Period (June 1, 2012 – September 30, 2013)

Item No	Description	Quantity	Unit	Unit Price	Amount
JSC 2	Base Period (6/1/12 – 9/30/12)	4	Month	[redacted]	(b) (4)
JSC 3	Base Period (10/1/12 – 9/30/13)	12	Month		
Total					

**** This amount shall be the same as found in B.2.1.1 (fixed price)**

G.7.1.3 Fixed Price Quantities for the Option 1, Option to Extend Period of Performance (October 1, 2013 – September 30, 2015), JSC

Item No	Description	Quantity	Unit	Unit Price	Amount
JSC 4	Period 10/1/13 – 9/30/14	12	Month	[redacted]	(b) (4)
JSC 5	Period 10/1/14 –8 /31/15	11	Month		
JSC 5	Period 9/1/15 – 9/30/15	1	Month		
Total					

****** This amount shall be the same as found in F5. B.2.1.1, Fixed Price**

G.7.1.4 Fixed Price Quantities for the Option 2, Option to Extend Period of Performance (October 1, 2015 – May 31, 2017)

Item No	Description	Quantity	Unit	Unit Price	Amount
JSC 6	Period 10/1/2015 – 9/30/2016	12	Month	(b) (4)	
JSC 7	Period (10/1/2016 – 4/30/17)	7	Month		
JSC 7	Period (5/1/2017 – 5/31/2017)	1	Month		
Total					

***** This amount shall be the same as found in F.5. B.2.1.1

G.7.1.5 If the amounts shown in Section B, and F.5 Option to Extend the Period of Performance, Options 1 and 2, differ, the lower amount shall apply.

G.7.2 For Langley Research Center, Phase In

G.7.2.1 Langley Research Center, Phase-In

Item No	Description	Quantity	Unit	Unit Price	Amount
1	Phase- In	1	Lot	(b) (4)	

*****This amount shall be the same as found in B.2.1.2**

(End of clause)

G.8 AWARD FEE FOR FIXED PRICED SERVICE CONTRACTS (Applies to Fixed-Price)

(a)The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in paragraphs B.2.1.1 and B.2.1.2 for the Fixed Price elements of clause B.2 ESTIMATED COST FIXED PRICE AND AWARD FEE (Applies to Fixed-Price and Cost).

(b) The first award fee period will be 4-months long beginning on the effective date of this contract. Thereafter, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-2-2. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The payment office will make payment based on unilateral modification by the Contracting Officer.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Attachment J-2-2 Fixed Price Award Fee Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(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 $23,635,334.32* 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	Date	Amounts
August 1, 2012	$ (b) (4)	August 29, 2014	(b) (4)
November1, 2012	$ (b) (4)	**September 30, 2014**	
February 1, 2013	$ (b) (4)	**November 28, 2014**	
May 1, 2013	$ (b) (4)	February 27, 2015	
September 20, 2013	$ (b) (4)	May 29, 2015	
September 30, 2013	$ (b) (4)		
November 30, 2013	$ (b) (4)		
February 28, 2014	(b) (4)		
May 31, 2014	$ (b) (4)		
June 30, 2014	$ (b) (4)		

*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 September 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.