

2. AMENDMENT/MOD NO. 000020	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO.
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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
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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
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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.)

A. The purpose of this modification is to: revise clause H.12 "1852.232-77 Limitation of Funds (Fixed-Price Contract) (MAR 1989) (Applies to Fixed-Price)" for October 1, 2014 - September 30, 2015, 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) DAVID MORENO, Sr. CONTRACTS MGR	16A. NAME AND TITLE OF CONTRACTING OFFICER Alice Jean Pursell, Contracting Officer
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
8/8/14	16C. DATE SIGNED 8/12/14

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	
June 30, 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	
June 30, 2014	
August 29, 2014	
September 30, 2014	
November 28, 2014	
February 27, 2015	
May 29, 2015	

Change page H-55 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	Date	Amounts
August 1, 2012	\$ (b) (4)	August 29, 2014	(b) (4)
November 1, 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.