

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT I D CODE		PAGE OF PAGES	
						1	3
2. AMENDMENT/MOD NO. 000030		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO	
6. ISSUED BY NASA Johnson Space Center Operations Support Office Attn: Jennifer Ariens/BR3 Houston, TX 77058-3696		CODE		7. ADMINISTERED BY		CODE	
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 IJGQ2		FACILITY CODE IJGQ2		<input checked="" type="checkbox"/>		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.							
<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 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 checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Clause F.6 OPTION TO EXTEND PERIOD OF PERFORMANCE							
IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
I. Pursuant to Clause F.6 OPTION TO EXTEND PERIOD OF PERFORMANCE, the Government hereby exercises Option Period 2 for the contract.							
(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		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ALICE PURSELL		7/29/15	
<small>NSN 7540-01-102-8070 PREVIOUS EDITION UNUSABLE</small> <small>STANDARD FORM 50 (REV. 10-83) ES Prescribed by GSA FPMR (41 CFR) 101-11.6</small> <small>30-100</small> <small>53 243</small> 							

The modified contract includes all terms and conditions of the basic contract as it existed immediately prior to the exercise of Option F.6 Option 2.

(a) Clause B.2 ESTIMATED COST, FIXED PRICE, AWARD FEE, AND FIXED FEE (Applies to Fixed-Price and Cost) is hereby deleted and replaced in its entirety with the following:

“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 \$ (b) (4). The provisional increase is \$ (b) (4). The total fixed fee is \$ (b) (4). The maximum available award fee is \$ (b) (4). The total of the contract is \$185,373,014.15.

(b) Clause B.2.1.1 is hereby deleted and replaced in its entirety with the following:

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

	Estimated Cost and Fixed Price	Maximum Award Fee
Phase-in (Fixed Price)	(b) (4)	(4)
Estimated Cost		
Fixed Price		
Total		

(c) Clause B.2.1.2 is hereby deleted and replaced in its entirety with the following:

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

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

(d) Clause F.5 entitled ‘PERIOD OF PERFORMANCE’ is hereby deleted and replaced in its entirety with the following:

F.5 PERIOD OF PERFORMANCE (Applies to Fixed-Price and Cost)

The Period of Performance for this contract is June 1, 2012 – **May 31, 2017**.

(e) Clause H.20 entitled LEVEL-OF-EFFORT (COST) (Applies to Cost) is revised to reflect the effect of the option exercise on the direct labor hours. H.20 (a) (1) and (2) are hereby deleted and replaced in their entirety with the following:

H.20 LEVEL-OF-EFFORT (COST) (Applies to Cost)

(a) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct hours. An allocation of the hours by specific NASA center is provided below.

(1) Johnson Space Center

During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(2) Langley Research Center

During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(f) Clause I.35 “52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Applies to Cost) is revised to reflect the effort of the option exercise on the use of overtime. Clause I.35 52.222-2 Payment for Overtime Premiums (July 1990) (Applies to Cost) (a) first portion is hereby deleted and replaced with the following:

I.35 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Applies to Cost)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ (b) (4) or the overtime premium is paid for work -

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 \$ (b) (4). The provisional increase in estimated cost is \$ (b) (4). Total fixed fee is (b) (4) and the maximum available award fee is \$ (b) (4). Total estimated cost, provisional increase, fixed price, fixed fee, and maximum award fee is **\$185,373,014.15**.

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)	(b) (4)	(b) (4)
Estimated Cost	(b) (4)	(b) (4)
Fixed Price	(b) (4)	(b) (4)
Total	(b) (4)	(b) (4)

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:

	June 1 – September 30, 2012	October 1, 2012 – September 30, 2017
Phase-in (Fixed Price)	Estimated Cost, Fixed Price	Maximum Award Fee
Estimated Cost	(b) (4)	(b) (4)
Provisional Increase	(b) (4)	(b) (4)
Total	(b) (4)	(b) (4)

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.)

Destination: TBD

- (b) Government Bills of Lading. (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, domestic overseas means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.
- (2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: Silvia Hanagriff, Lead, Center Transportation, 2101 NASA Road One, Mail Code JB7, Houston, TX 77058. If time is limited, requests may be by telephone: 281-483-3208. Requests for GBLs shall include the following information.
- (i) Item identification/ description.
 - (ii) Origin and destination.
 - (iii) Individual and total weights.
 - (iv) Dimensional Weight.
 - (v) Dimensions and total cubic footage.
 - (vi) Total number of pieces.
 - (vii) Total dollar value.
 - (viii) Other pertinent data.
- (End of clause)

F.5 PERIOD OF PERFORMANCE (Applies to Fixed-Price and Cost)

The Period of Performance for the Phase-In is April 24, 2012 through May 31, 2012.

The period of performance for the contract is June 1, 2012 through **May 31, 2017**.

(End of clause)

F.6 OPTION TO EXTEND PERIOD OF PERFORMANCE (Applies to Fixed-Price and Cost)

The Government may require the contractor to continue to perform services under this contract. The Contracting Officer may exercise this option(s) by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Section F.4. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option except for the following changes:

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.
 2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
 3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.
- (c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

H.20 LEVEL-OF-EFFORT (COST)(Applies to Cost)

- (a) During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours. An allocation of the hours by specific NASA center is provided below.

(1)Johnson Space Center

During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

(2)Langley Research Center

During the term of the contract, the Contractor is obligated to provide not less than 90% nor more than 110% of (b) (4) total direct labor hours.

- (b) "Direct labor hours" are those productive hours expended by Contractor personnel, including subcontracted personnel, in performing work requirements described in the Statement of Work or elsewhere in this contract that are charged as direct labor under the Contractor's established accounting policy and procedures.
- (c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's requirements under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum of the direct labor hours specified in paragraph (a) unless a bilateral contract modification is executed. Any estimated cost and fee(s) adjustments for any additional direct labor hours shall be based solely upon the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.
- (d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontract hours. If the Contractor provides less than that specified minimum number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be

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rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Sections F.5.

I.30 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011) (Applies to Fixed-Price and Cost)

I.31 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2011) - ALTERNATE II (OCT 2001) (Applies to Fixed-Price and Cost)

I.3252.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999) (Applies to Fixed-Price and Cost)

I.33 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009) (Applies to Fixed-Price and Cost)

I.3452.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997) (Applies to Fixed-Price and Cost)

I.35 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990) (Applies to Cost)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed § (b) (4) or the overtime premium is paid for work –

Non-responsive

I.3652.222-3 CONVICT LABOR. (JUN 2003) (Applies to Fixed-Price and Cost)

I.3752.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005) (Applies to Fixed-Price and Cost)

I.38 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JUL 2010) (Applies to Fixed-Price and Cost)

I.39 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999) (Applies to Fixed-Price and Cost)

I.4052.222-26 EQUAL OPPORTUNITY. (MAR 2007) (Applies to Fixed-Price and Cost)

I.41 52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003) (Applies to Fixed-Price and Cost)

I.42 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010) (Applies to Fixed-Price and Cost)

I.43 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010) (Applies to Fixed-Price and Cost)