

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE NASA Johnson Spaceflight Center Institutional Procurement Office Attn: Nancy Robb/BJ4 Houston, TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and Zip Code) DynCorp International LLC 13500 Heritage Parkway Ft. Worth, TX 76177-5318		(x)	9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ12JC05C		
			10B. DATED (SEE ITEM 13) 4/16/12		
CODE	FACILITY CODE				

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)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	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)
X	Mutual Agreement of the Parties

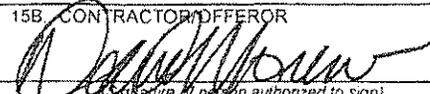
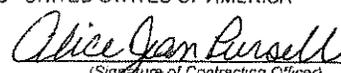
E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the award fee incentive for Langley Research Center to a fixed fee arrangement as follows:

(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) DAVID MORENO, SR. CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ALICE JEAN PURSELL	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 6/25/13	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 07/03/13

(a) This fee change applies to the Langley Research Center portion of the contract as reflected in as follows:

	Base Contract	This Modification	New Totals
Phase-In (Fixed Price)	(b) (4)		
Estimated Cost			
Provisional Increase			
Maximum Award Fee			
Fixed Fee			
Total	(b) (4)		\$1,658,955.00

(b) Clause B.2 ESTIMATED COST, FIXED PRICE, AWARD FEE AND FIXED FEE - 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 in estimated cost is \$903,887. 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 \$47,463,240.

(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 fee, and maximum award fee of this contract at Langley Research Center are as follows:

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

A change page B-9 is provided reflecting the effect of the addition of fixed fee to clauses B.2 for the total contract and B.2.1.2 and the Langley Research Center portion of the contract. Changes are bolded.

(d) Contract Section G – Contract Administration Data, add NASA FAR Supplement Clause 1852.216-75 Payment of Fixed Fee (DEC 1988).

(e) Contract Section I – FAR 52.216-8 Fixed Fee (JUN 2011) (Applies to Cost).

Change pages C-16, F-18 through F-27, G-46 and I-90 are provided reflecting the effect of the addition of fixed fee to Contract Sections C, F, G, and I. Changes in bold.

(f) Both parties agree that this modification is a full, complete and final equitable adjustment for all work described above. By its signature the contractor expressly represents and acknowledges that it has considered and made allowance for all costs, including but not limited to the following: labor, material, subcontracts, impact, delay, extended overhead, dislocation, disruption, and inefficiencies of performance.

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 \$47,463,240.

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)
Estimated Cost	(b)	(4)
Fixed Price	(b)	(4)
Total	(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, 2013
	Estimated Cost, Fixed Price	Maximum Award Fee Fixed Fee
Phase-in (Fixed Price)	(b)	(4)
Estimated Cost	(b)	(4)
Provisional Increase	(b)	(4)
Total	(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.)

1.3 Contract Structure

The AMOS contract is a hybrid contract comprised of three contract types, a fixed-price (FP) award fee portion, a cost-reimbursable (Cost) award fee portion, and **effective October 1, 2012, a cost plus fixed fee portion.**

The Contractor shall:

- 1) Execute the contract in accordance with the requirement categories and definitions identified in Table 1-1 below. Requirement categories are listed under each applicable paragraph heading in the statement of work beginning in SOW Subsection 4.0.
- 2) Ensure that work performed under the fixed-price portion of the contract is not charged to the cost-reimbursable portion of the contract.

Table 1-1: Requirement Categories

Category	Definition
FP	<ul style="list-style-type: none"> • The Contractor shall perform all labor under the fixed-price (FP) portion of the contract. • All <i>non-labor resources</i>¹ shall be cost-reimbursable.
FP/Cost	<ul style="list-style-type: none"> • For all support equipment, aviators life support equipment, and T-38 aircraft: <ul style="list-style-type: none"> - The Contractor shall perform all organizational, intermediate, and depot level labor <u>supported by approved technical data</u>^{2,3} under the fixed-price portion of the contract.⁴ - The Contractor shall perform all labor <u>not supported by approved technical data</u>² under the cost-reimbursable portion of the contract • For all other aircraft: <ul style="list-style-type: none"> - The Contractor shall perform all labor under the cost-reimbursable portion of the contract. • All non-labor resources shall be cost-reimbursable.
Cost	<ul style="list-style-type: none"> • The Contractor shall perform all labor under the cost-reimbursable portion of the contract. • All non-labor resources shall be cost-reimbursable.
General	<ul style="list-style-type: none"> • General contract requirement or background information not suited for a specific category assignment

¹ See SOW Appendix B for a definition of the term "non-labor resources."

² See SOW Subsection 1.4 for definitions of the terms "supported" and "not supported" by approved technical data.

³ See SOW Subsection 1.4 for a definition of the term "approved technical data."

⁴ See SOW Appendix B for definitions of the terms "organizational," "intermediate," and "depot" level maintenance.

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 September 30, 2013. (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:

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)
Fixed Price	
Total	

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

	<i>Fixed Fee</i>
Estimated Cost	(b) (4)
Total	

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 of (b) (4) total 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) 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)
Fixed Price	
Total	

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

Estimated Cost
Total

Fixed Fee

(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 May 31, 2017.

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 of (b) (4) total direct labor hours shown in (a)(2).

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

F.7 OPTION FOR THE INCREMENTAL INCREASE OF LEVEL OF EFFORT REQUIRED DURING CONTRACT PERFORMANCE (Applies to Cost)

The Government may increase the number of direct labor hours required to be furnished during the period of performance by an amount ranging from 1 to (b) (4) direct labor hours. If the Government elects to exercise its option to increase the number of direct labor hours to be furnished, the Contractor will be so notified by a contract modification executed by the Contracting Officer. The terms and conditions relating the Government's option rights as provided herein are as follows:

(a) The Government may increase the direct labor hours to be furnished (up to the maximum amount specified) by the exercise of one option, or by the exercise of multiple options, during the period of performance.

(b) The Contract Periods for Incremental Increase of Effort Options are defined as follows:
Base Period – June 1, 2012 through September 30, 2013
Option 1 – October 1, 2013 through September 30, 2015
Option 2, October 1, 2015 through May 31, 2017

(b)(1) If the Government exercises one or more options pursuant to this clause for **Johnson Space Center**, the estimated cost and fee values will be increased as follows:

(i) For options exercised for work to be performed during Base Period, the estimated cost and award fee will be increased by \$(b) (4) and (b) (4) respectively, for every hour ordered by the exercise of an option.

(ii) For Options exercised for work to be performed during Option 1, the estimated cost

and award fee will be increased by (b) (4) respectively for every hour ordered by the exercise of an option.

- (iii) For options exercised for work to be performed during Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.

(b)(2) If the Government exercises one or more options pursuant to this provision for **Langley Research Center**, the estimated cost and fee values will be increased as follows:

- (i) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) respectively, **for the period June 1, 2012 through September 30, 2012**. The estimated cost and *fixed fee* will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option **for the period October 1, 2012 through September 30, 2013**.
- (ii) For options exercised for work to be performed during Option 1, the estimated cost and *fixed fee* will be increased by (b) (4) respectively for every hour ordered by the exercise of an option.
- (ii) For options exercised for work to be performed during Option 2, the estimated cost and *fixed fee* will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.

(End of clause)

F.8 TECHNICAL OPTIONS (Applies to Cost)

The Government may increase the number of direct labor hours required to be furnished for technical options during the period of performance by an amount ranging from 1 to 107,356 direct labor hours. If the Government elects to exercise its option to increase the number of direct labor hours to be furnished, the Contractor will be so notified by a contract modification executed by the Contracting Officer. The terms and conditions relating the Government's option rights as provided herein are as follows:

- (a) The Government may increase the direct labor hours to be furnished (up to the maximum amount specified) by the exercise of one option, or by the exercise of multiple options, during the period of performance.

The Contract Periods for Technical Options are defined as follows:

Base Period – June 1, 2012 through September 30, 2013
Option 1 – October 1, 2013 through September 30, 2015
Option 2, October 1, 2015 through May 31, 2017

- (b)(1) If the Government exercises one or more options pursuant to this clause, the estimated cost and fee values will be increased as follows:

- F.8.1 TECHNICAL OPTIONS FOR JOHNSON SPACE CENTER (Applies to Cost)
- F.8.1.1 TECHNICAL PUBLICATIONS AND DOCUMENT MANAGEMENT SERVICES (SECTION 12.1 of the SOW) (Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification before the required commencement of work as follows: 1 to 40 direct labor hours; 5 calendar days in advance, 41 to 80 direct labor hours; 10 calendar days in advance, and over 81 direct labor hours; 15 calendar days in advance. The terms and conditions relating the Government's Option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this clause for JSC, the estimated cost and fee values will be increased as follows:

- (i) For options exercised for work to be performed during Base Period, the estimated cost and award fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.
- (ii) For options exercised for work to be performed during Option 1, the estimated cost and award fee will be increased by (b) (4) respectively for every hour ordered by the exercise of an option.
- (ii) For options exercised for work to be performed during Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.

F.8.1.2 OPTION FOR SPACEFLIGHT PARACHUTE ASSEMBLY (SECTION 12.2 of the SOW) (Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification before the required commencement of work 30 calendar days in advance. The terms and conditions relating the Government's option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this provision for JSC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows:

- (i) For options exercised for work to be performed during Base Period, the estimated cost and award fee will be increased by (b) (4) respectively, for every standard time (ST) hour ordered by the exercise of an option.
- (ii) For options exercised for work to be performed during Base Period, the estimated cost and award fee will be increased by (b) (4) respectively, for every overtime time (OT) hour ordered by the exercise of an option.
- (iii) For options exercised for work to be performed during Option 1, the estimated cost and award fee will be increased by (b) (4) respectively for every ST hour ordered by the exercise of an option.
- (iv) For options exercised for work to be performed during Option 1, the estimated cost and award fee will be increased by (b) (4) respectively for every over time hour ordered by the exercise of an option.
- (v) For options exercised for work to be performed during Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every ST hour ordered by the exercise of an option.

- (vi) For options exercised for work to be performed during Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every OT hour ordered by the exercise of an option

F.8.1.3 OPTION FOR SECURITY SERVICES (SECTION 12.3 of the SOW)
(Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification before the required commencement of work 30 calendar days in advance. The terms and conditions relating the Government's option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this clause for JSC, the estimated cost and fee values will be increased as follows:

- (i) For options exercised for work to be performed during Base Period, the estimated cost and award fee will be increased by (b) (4) respectively, for every standard time (ST) hour ordered by the exercise of an option.
- (ii) For options exercised for work to be performed during Base Period, the estimated cost and award fee will be increased by (b) (4) respectively, for every overtime time (OT) hour ordered by the exercise of an option.
- (iii) For options exercised for work to be performed during Option 1, the estimated cost and award fee will be increased by (b) (4) respectively for every ST hour ordered by the exercise of an option.
- (iv) For options exercised for work to be performed during Option 1, the estimated cost and award fee will be increased by (b) (4) respectively for every OT hour ordered by the exercise of an option.
- (v) For options exercised for work to be performed during Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every ST hour ordered by the exercise of an option.
- (vi) For options exercised for work to be performed during Option 2, the estimated cost and award fee will be increased by (b) (4) respectively, for every OT hour ordered by the exercise of an option.

(End of clause)

F.8.2 TECHNICAL OPTIONS FOR LANGLEY RESEARCH CENTER (Applies to Cost)
F.8.2.1 OPTION FOR PILOTS (SECTION 12.4.1 of the SOW) (Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification 30 calendar days before the required commencement of work. The terms and conditions relating the Government's Option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values for every hour ordered by the exercise of an option will be

increased as follows for Pilots:

- (i) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, for the period June 1, 2012 through September 30, 2012. The estimated cost and fixed fee will be increased by (b) (4) respectively, for every standard time (ST) hour ordered by the exercise of an option for the period October 1, 2012 through September 30, 2013.
- (ii) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, for the period June 1, 2012 through September 30, 2012. The estimated cost and fixed fee will be increased by (b) (4) (b) (4) respectively, for every overtime time (OT) hour ordered by the exercise of an option for the period October 1, 2012 through September 30, 2013.
- (iii) For options exercised for work to be performed during Option 1, the estimated cost and fixed fee will be increased by (b) (4) respectively for every ST hour ordered by the exercise of an option.
- (iv) For options exercised for work to be performed during Option 1, the estimated cost and fixed fee will be increased by (b) (4) respectively for every OT hour ordered by the exercise of an option.
- (v) For options exercised for work to be performed during Option 2, the estimated cost and fixed fee will be increased by (b) (4) respectively, for every ST hour ordered by the exercise of an option.
- (vi) For options exercised for work to be performed during Option 2, the estimated cost and fixed fee will be increased by (b) (4) respectively, for every OT hour ordered by the exercise of an option.

F.8.2.2 OPTIONS FOR AVIATORS LIFE SUPPORT SYSTEMS AND EQUIPMENT MANAGEMENT SERVICES (SECTION 12.4.2 of the SOW) (Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification 30 calendar days before the required commencement of work. The terms and conditions relating the Government's Option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows for Aviators Life Support Systems and Equipment (Aircraft Mechanic II)

- (i) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, for the period June 1, 2012 through September 30, 2012. The estimated cost and fixed fee will be increased by (b) (4) respectively, for every standard time (ST) hour ordered by the exercise of an option for the period October 1, 2012 through September 30, 2013.
- (ii) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, for the period June 1, 2012 through September 30, 2012. The estimated cost and fixed fee will be increased by (b) (4) respectively, for every overtime time (OT) hour ordered by the exercise of an option for the period October 1, 2012 through September 30, 2013.

- (iii) For options exercised for work to be performed during Option 1, the estimated cost and fixed fee will be increased by (b) (4) respectively for every ST hour ordered by the exercise of an option.
- (iv) For options exercised for work to be performed during Option 1, the estimated cost and fixed fee will be increased by (b) (4) respectively for every OT hour ordered by the exercise of an option.
- (v) For options exercised for work to be performed during Option 2, the estimated cost and fixed fee will be increased by (b) (4) respectively, for every ST hour ordered by the exercise of an option.
- (vi) For options exercised for work to be performed during Option 2, the estimated cost and fixed fee will be increased by (b) (4) respectively, for every OT hour ordered by the exercise of an option

F.8.2.3 OPTIONS FOR EGRESS SYSTEMS SHOP (SECTION 12.4.3 of the SOW) (Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification 30 calendar days before the required commencement of work. The terms and conditions relating the Government's Option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows for Riggers.

- (i) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, **for the period June 1, 2012 through September 30, 2012.** The estimated cost and fixed fee will be increased by (b) (4) respectively, for every standard time (ST) hour ordered by the exercise of an option **for the period October 1, 2012 through September 30, 2013.**
- (ii) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, **for the period June 1, 2012 through September 30, 2012.** The estimated cost and fixed fee will be increased by (b) (4) respectively, for every overtime time (OT) hour ordered by the exercise of an option **for the period October 1, 2012 through September 30, 2013.**
- (iii) For options exercised for work to be performed during Option 1, the estimated cost and fixed fee will be increased by (b) (4) respectively for every ST hour ordered by the exercise of an option.
- (iv) For options exercised for work to be performed during Option 1, the estimated cost and fixed fee will be increased by (b) (4) respectively for every OT hour ordered by the exercise of an option.
- (v) For options exercised for work to be performed during Option 2, the estimated cost and fixed fee will be increased by (b) (4) respectively, for every ST hour ordered by the exercise of an option.
- (vi) For options exercised for work to be performed during Option 2, the estimated cost and fixed fee will be increased by (b) (4) respectively, for every OT hour ordered by the exercise of an option.

F.8.2.4 OPTION FOR ENGINEERING (SECTION 12.4.4 of the SOW) (Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract

modification before the required commencement of work 30 calendar days in advance. The terms and conditions relating the Government's option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this clause for an **Engineer II**, the estimated cost and fee values will be increased as follows:

- (i) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, for the period **June 1, 2012 through September 30, 2012**. The estimated cost and *fixed* fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option for the **period October 1, 2012 through September 30, 2013**.
- (ii) For options exercised for work to be performed during Option 1, the estimated cost and *fixed* fee will be increased by (b) (4) respectively for every hour ordered by the exercise of an option.
- (iii) For options exercised for work to be performed during Option 2, the estimated cost and *fixed* fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.

F.8.2.5 OPTIONS FOR QUALITY CONTROL (SECTION 12.4.5 of the SOW)
(Applies to Cost)

The Contracting Officer may exercise this option by issuance of a unilateral contract modification 30 calendar days before the required commencement of work. The terms and conditions relating the Government's Option rights as provided herein are as follows:

If the Government exercises one or more options pursuant to this provision for LaRC, the estimated cost and fee values for every hour ordered by the exercise of an option will be increased as follows for Quality Control.

- (i) For options exercised for work to be performed during Base Period, for every hour ordered the estimated cost and award fee will be increased by (b) (4) (b) (4) respectively, for the period **June 1, 2012 through September 30, 2012**. The estimated cost and *fixed* fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option for the **period October 1, 2012 through September 30, 2013**.
- (ii) For options exercised for work to be performed during Option 1, the estimated cost and *fixed* fee will be increased by (b) (4) respectively for every hour ordered by the exercise of an option.
- (ii) For options exercised for work to be performed during Option 2, the estimated cost and *fixed* fee will be increased by (b) (4) respectively, for every hour ordered by the exercise of an option.

F.8.3 OPTIONS FOR DECREASE IN T-38N AIRCRAFT (Applies to fixed price)

Note: At no time during this contract will the Government remove more than two T-38 aircraft or reduce the number of T-38 flight hours more than 600 hours.

- F.8.3.1** The Government may require the contractor to remove one T-38N from the required number of T-38N aircraft per day in Section C, Table 6-2 T-38N "Weekly Flight Schedule" and 300 hours per year, shown in Section C, Table 6-1 "Projected Flight Hours." The Contracting Officer may exercise this option at time of award of the contract or with the Option to Extend the Period of Performance Options by issuance of a unilateral contract modification. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it

G.22 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

Note: Refer to Clause 52.216-8 at I.153

(End of clause)

**I.151 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY
(OCT 1997) (Applies to Fixed Price and Cost).**

As prescribed in 15.408(i), insert the following clause: WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997). The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(End of clause)

**I.152 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (AUG 2012)(DEVIATION) (Applies to Fixed Price and Cost).**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

I.153 52.216-8 FIXED FEE (JUN 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

Attachment J-2

Award Fee Evaluation Plans

The AMOS contract is a hybrid contract comprised of three contract types, a fixed-price (FP) award fee portion, cost-reimbursable (Cost) award fee **and effective October 1, 2012, fixed fee portions**. There are individual performance evaluation plans for each award fee type. The evaluation to be performed by the Government will be based on the Government's assessment of the Contractor's accomplishment of the various areas of work covered by the Statement of Work, in accordance with the criteria, weightings, procedures set forth in the performance plans listed below.

The payment of any FPAF is contingent upon the contractor improving their performance over and above the performance standards listed in Section C, Statement of Work, Appendix E-1, *Fixed Price Performance Standards*; but not at the expense of the contractor providing only minimally acceptable performance in all areas.

Safety and quality metrics appear as elements in both performance plans due to their importance in the effective execution of this contract even though these appear primarily as fixed priced elements in the statement of work.

Appendix 2: Award Fee Evaluation Periods and Distribution

Period	Dates	Amount of Total Award fee Available Johnson Space Center	Amount of Total Award fee Available Langley Research Center
BASE			
1	June 1, 2012 – September 30, 2012	(b) (4)	(b) (4)
2	October 1, 2012 – March 30, 2013	(b) (4)	N/A
3	April 1, 2013 – September 30, 2013	(b) (4)	N/A
OPTION 1			
4	October 1, 2013 – March 30, 2014	(b) (4)	N/A
5	April 1, 2014 – September 30, 2014	(b) (4)	N/A
6	October 1, 2014 – March 30, 2015	(b) (4)	N/A
7	April 1, 2015 – September 30, 2015	(b) (4)	N/A
OPTION 2			
8	October 1, 2015 – March 30, 2016	(b) (4)	N/A
9	April 1, 2016 – September 30, 2016	(b) (4)	N/A
10	October 1, 2016 – May 31, 2017	(b) (4)	N/A