

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  |   | 1. CONTRACT ID CODE  | PAGE OF PAGES                                |   |
|---|---|--|--|---|
|   |   |  | 1  | 3 |
| 2. AMENDMENT/MOD NO.<br>000008  | 3. EFFECTIVE DATE<br>7/23/13  | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO                                |   |
| NASA Johnson Space Center<br>Operations Support Officer<br>Attn: Nancy Robb/BR3<br>Houston, TX 77058-3696   |   | 7. ADMINISTERED BY   | CODE   |   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)<br>DYNCORP INTERNATIONAL LLC<br>13500 Heritage Pkway<br>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<br>NNJ12JC05C |   |
| CODE<br>1JGQ2   | FACILITY CODE<br>1JGQ2  | <input checked="" type="checkbox"/>  | 10B. DATED (SEE ITEM 13)<br>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:<br><br>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment;<br>(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or<br>(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)<br><br><i>Financial Management</i>  |   |  |  |   |
| 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)<br>Clause F.7 "Option For The Incremental Increase Of Level Of Effort Required During Contract 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.)<br>13.D continued. (Applies To Cost)"<br>Pursuant to Clause F.7 "Option for the Incremental Increase of Level of Effort Required During Contract Performance (Applies to Cost)," the Government hereby exercises Option F.7(b)(1)(i) for the Johnson Space<br>(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<br>Alice Jean Pursell, Contracting Officer            |  |   |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)   |   | 16B. UNITED STATES OF AMERICA<br><i>Alice Jean Pursell</i><br>(Signature Of Contracting Officer) | 16C. DATE SIGNED<br>7/23/13                  |   |

Center in the contract. The modified contract includes all terms and conditions of the basic contract as it existed immediately prior to the exercise of Option F.7(b)(1)(i). Revised pages B-9, F-20, H-61, I-69, and Attachment J-2-1: Page 6 of 8 are provided reflecting the effect of the option exercise on clauses B.2 “Estimated Cost, Fixed Price, Award Fee, and Fixed Fee (Applies to Fixed-Price and Cost),” F.7 “Option for the Incremental Increase of Level of Effort Required During Contract Performance (Applies to Cost),” H.20 “Level-of-Effor (Cost)(Applies to Cost),” I.35 “52.222-2 Payment for Overtime Premiums (JUL 1990)(Applies to Cost),” and Appendix 2: “Award Fee Evaluation Periods and Distribution.”

14.B The effect of exercising F.7 options on clauses B.2 and B.2.1.1 is shown in Tables 1 and 2.

**TABLE 1 (Clause B.2)**

|   | Base Contract   | This Modification | New Totals      |
|---|-----------------|-------------------|-----------------|
| Estimated Cost, Phase-In, and Fixed Price | <b>(b) (4)</b>  | <b>(4)</b>        | <b>(4)</b>      |
| Provisional Increase                      |                 |                   |                 |
| Maximum Award Fee                         |                 |                   |                 |
| Fixed Fee                                 |                 |                   |                 |
| Total                                     | \$47,463,240.00 | \$2,203,054.12    | \$49,666,294.12 |

**TABLE 2 (Clause B.2.1.1)**

|                       | Base Contract  | This Modification | New Totals |
|-----------------------|----------------|-------------------|------------|
| Phase-in (Fixed Price | <b>(b) (4)</b> | <b>(4)</b>        | <b>(4)</b> |
| Estimated Cost        |                |                   |            |
| Maximum Award Fee     |                |                   |            |
| Fixed Price           |                |                   |            |
| Maximum Award Fee     |                |                   |            |
| Total                 |                |                   |            |

14.C The balance of available hours remaining for F.7 “Option for the Incremental Increase of Level of Effort Required During Contract Performance (applies to Cost)” as a result of exercising direct labor hours is reflected in Table 3.

**TABLE 3 (Clause F.7)**

|            | FROM | TO             | DECREASE |
|------------|------|----------------|----------|
| Clause F.7 |      | <b>(b) (4)</b> |          |

14.D Clause H.20 “Level-of-Effort (Cost)(Applies to Cost)” is revised to reflect the effect of the option exercise on the direct labor hours as shown in Table 4.

**TABLE 4 (Clause H.20)**

|                   | FROM           | BY         | TO         |
|-------------------|----------------|------------|------------|
| Clause H.20(a)    | <b>(b) (4)</b> | <b>(4)</b> | <b>(4)</b> |
| Clause H.20(a)(1) |                |            |            |

14.E Clause I.35 “52.222-2 Payment for Overtime Premiums” is revised to reflect the effect of the option exercise on the use of overtime from (b) (4) to (b) (4)

14.F Attachment J-2-1, Appendix 2 “Award Fee Evaluation Periods and Distribution” is revised to add (b) (4) to the award fee for period 3 for the Johnson Space Center from \$ (b) (4) to (b) (4)

## 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 \$49,666,294.12.

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,<br>Fixed Price | Maximum<br>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<br>30, 2012 | Maximum<br>Award Fee | October 1, 2012 –<br>September 30, 2013 |
|------------------------|--------------------------------|----------------------|---|
| Phase-in (Fixed Price) | (b) (4)                        | (b) (4)              | (b) (4)                                 |
| Estimated Cost         | (b) (4)                        | (b) (4)              | (b) (4)                                 |
| Provisional Increase   | (b) (4)                        | (b) (4)              | (b) (4)                                 |
| Total                  | (b) (4)                        | (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.)

|                |   |
|----------------|---|
|                | Fixed Fee   |
| Estimated Cost | <div style="background-color: black; color: red; padding: 10px; display: inline-block;">(b) (4)</div> |
| 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 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.

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

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.32 52.219-16 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.34 52.222-1 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 –

I.36 52.222-3 CONVICT LABOR. (JUN 2003) (Applies to Fixed-Price and Cost)

I.37 52.222-4 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.40 52.222-26 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)

## 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)  |   |
| 2        | October 1, 2012 – March 30, 2013   | (b) (4)  | <u>N/A</u>  |
| 3        | April 1, 2013 – September 30, 2013 | (b) (4)  | <u>N/A</u>  |
| OPTION 1 |                                    |  |   |
| 4        | October 1, 2013 – March 30, 2014   | (b) (4)  | <u>N/A</u>  |
| 5        | April 1, 2014 – September 30, 2014 | (b) (4)  | <u>N/A</u>  |
| 6        | October 1, 2014 – March 30, 2015   | (b) (4)  | <u>N/A</u>  |
| 7        | April 1, 2015 – September 30, 2015 | (b) (4)  | <u>N/A</u>  |
| OPTION 2 |                                    |  |   |
| 8        | October 1, 2015 – March 30, 2016   | (b) (4)  | <u>N/A</u>  |
| 9        | April 1, 2016 – September 30, 2016 | (b) (4)  | <u>N/A</u>  |
| 10       | October 1, 2016 – May 31, 2017     | (b) (4)  | <u>N/A</u>  |