

2. AMENDMENT/MODIFICATION NO.  
000009

3. EFFECTIVE DATE  
See Block 16C

6. ISSUED BY CODE  
JSC

4. REQUISITION/PURCHASE REQ. NO. 15. PROJECT NO. (If applicable)

7. ADMINISTERED BY (If other than Item 5) CODE |

NASA/Johnson Space Center  
Attn: Justin Mason/BR3  
2101 NASA Parkway  
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

DYNCORP INTERNATIONAL LLC  
13500 HERITAGE PKWY  
FORT WORTH TX 76177-5318

CODE 1SMB2 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO

98. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO  
NNJ12JC05C

109. DATED (SEE ITEM 13)  
04/16/2012

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)

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

CHECK ONE	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 d&le, 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
	Authority: R (Specify type or modification and authority)
X	Clause F.6 (Option to Extend Period of Performance)

IMPORTANT: Contractor is 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.)

1. Pursuant to Clause F.6 (Option to Extend Period of Performance), the Government hereby exercises Option Period 1 for contract NNJ12JCOSC.

2. The Period of Performance for Option Period 1 is as follows:

October 1, 2013 - September 30, 2015

3. All other terms and conditions remain unchanged and in full force and effect.

(Continued on page 2)

Payment Terms:

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
158. CONTRACTOR/OFFEROR	168. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED

(Signature of person authorized to sign)

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NAME OF OFFEROR OR CONTRACTOR  
DYNCORP INTERNATIONAL LLC

ITEM NO IA)	SUPPLIES/SERVICES ( 8)	QUANTITY ( C)	LNIT I O I	UNIT PRICE ( E I)	AMOUNT ( F)
014	Net 30 days FOB: Destination				0.00

Pursuant to Clause F.6 "OPTION TO EXTEND PERIOD OF PERFORMANCE" Option 1 the Government hereby exercises Option 1. 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 1.

(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 priced price of this contract is \$ (b) (4)  
 The provisional increase is \$ (b) (4) Total fixed fee is \$ (b) (4) and the maximum available award fee is \$ (b) (4) The total estimated cost, provisional increase, fixed price, fixed fee and maximum award fee is \$119,784,705.12

(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		
Totals		

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

B.2.12 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 and Fixed Price	Maximum Award Fee	Fixed Fee
Phase-in (fixed Price )	(b) (4)	(4)	
Estimated Cost			
Provisional Increase			
Totals			

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

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

The Period of Performance for this contract is June 1, 2012 - September 30, 2015

(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 as shown in the following Table:

	Clause H.20
Clause H.20(a)	FROM [REDACTED] BY [REDACTED] TO [REDACTED]
Clause H.20(a)(1)	[REDACTED] (b) (4)
Clause H.20(a)(2)	[REDACTED] (b) (4)

(f) Clause 1.35 "52.222-2 Payment for Overtime Premiums (July 199) (Applies to Cost) is revised to reflect the effect of the option exercise on the use of overtime from [REDACTED] (b) (4) \$ [REDACTED] (b) (4)

Replacement Changes are attached.

## 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 (SOW), at the Johnson Space Center (JSC) and other locations as specified in the SOW.

(End of clause)

### B.2 ESTIMATED COST FIXED PRICE AND AWARD 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 \$903,887.00. The maximum available award fee is (b) (4). Total estimated cost, fixed price, and maximum award fee is \$119,784,705.12.

B.2.1 The estimated cost fixed price and maximum available award fees for Johnson Space Center and Langley research are :

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 Fixed price	Maximum Award Fee
Phase-in (Fixed Price):	(b)	(4)
Estimated Cost	(b)	(4)
Fixed Price	(b)	(4)
<b>Total</b>	(b)	(4)

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

October 1, 2013-September 30, 2015

Phase-in (Fixed Price):	(b)	(4)
Estimated Cost	(b)	(4)
Provisional Increase	(b)	(4)
Maximum Award Fee	(b)	(4)
Fixed Fee	(b)	(4)
<b>Total</b>	(b)	(4)

B.2.1.3 The costing of LOE to 5k 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 a 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, an application of material handling rate on materials.)

(End of clause)

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

The Period of Performance for this Contract is June 1, 2012- September 30, 2015

(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 based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such

an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) which contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of the downward adjustment in fee.

(End of clause)

1.35 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 -