

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0015		3. EFFECTIVE DATE PS43		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) MSFOC	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		PS43/Mark A. York (256) 544-4028		MKP	

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

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

JACOBS TECHNOLOGY INC.
MSFOC GROUP
13800 OLD GENTILLY ROAD, BLDG 320
NEW ORLEANS, LA 70129-2218
ATTN: MIKE DAWSON (931) 455-6400

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NNM09AA20C
10B. DATED (SEE ITEM 13)
05/01/2009

CODE 07486 - CAGE 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)

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

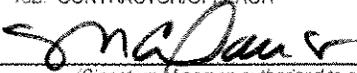
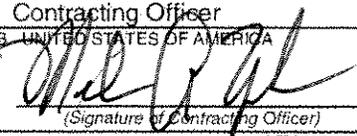
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in 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) 1852.232-81 CONTRACT FUNDING (JUN 1990)

E. IMPORTANT: Contractor is not, is required to sign and return **three (3) original** copies to the issuing office.

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

	Contract Amount	Alloted Funding
Previous Contract Amount	\$ 181,384,190	\$ 98,679,627
Increase this Modification	\$ -	\$ 10,778,001
New Contract Amount	\$ 181,384,190	\$ 109,457,628

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) Michael C. Dawson, Vice President & General Manager MAF Group, Jacobs Technology, Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark A. York Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/28/10	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/28/10

14. DESCRIPTION OF AMENDMENT/MODIFICATION (continued):

(A) This modification adds incremental funding in the amount of **\$ 10,778,001** as set forth below:

Financial and Accounting Data to be added:

PR #	4200327687
Internal Order	FC000000
Cost Center	62SF02
Fund Center	62

WBS Element	Fund	Amount
804911.02.08.10.SF38.10	CASX22010R	\$258,897
804911.02.08.10.SF37.10	CASX22010R	\$541,103
735200.02.01.08	EXCX22010D	\$6,000,000
136905.98.21.02.08	EXPX22009D	\$178,000.00
804911.02.08.10.SF28.10	CASX22010R	\$1,437,370.00
804911.02.08.50.SF28.10	CASX22010R	\$269,227.00
804911.02.08.60.SF28.10	CASX22010R	\$89,130.00
804911.02.08.70.SF28.10	CASX22010R	\$2,004,273.91

(B) Clause B.6, **CONTRACT FUNDING (1852.233-81) (JUN 1990)**, as set forth on page B-5 of the contract, is hereby increased by **\$10,778,001** as result of this modification. The following recapitulation sets forth current funded amounts.

(C) Paragraph H-6 "**NFS 1852.235-71 KEY PERSONNEL AND FACILITIES**" is revised to reflect a realignment in key personnel responsibilities as requested in correspondence from Jacobs Technology dated January 11, 2010.

(D) Attachment J-5, **PERFORMANCE EVALUATION PLAN**, Paragraph B "Evaluation Criteria Definition" is hereby revised to reflect ratings associated with each evaluation criteria.

(E) As a result of this modification, the following pages of the contract are hereby deleted and replaced with a new page as indicated below.

<u>Attachments</u>	<u>Replacement Added Page(s)</u>
<u>Page(s) Deleted</u>	
B-5 (Mod 0014)	B-5 (Mod 0015)
H-5 (Mod 0004)	H-5 (Mod 0015)
J-5-4 through J-5-6 (Mod 0004)	J-5-4 through J-5-6 (Mod 0015)

B-5 AWARD FEE SCORES

The amount of award fee earned shall be determined in accordance with Section J, Attachment J-5, *Performance Evaluation Plan*, and B.4, "1852.216-76 Award Fee for Service Contracts." The following tables specify the award fee available and award fee earned. NASA will make provisional and final earned award fee payments in accordance with B.4, "1852.216-76 Award Fee for Service Contracts."

AWARD FEE PERIOD		AWARD FEE	
FROM	TO	AVAILABLE	EARNED
BASE PERIOD			
1-May-09	31-Oct-09	(b)(4)	\$1,608,580
1-Nov-09	30-Apr-10	(b)(4)	
1-May-10	31-Oct-10	(b)(4)	
1-Nov-10	30-Apr-11	(b)(4)	
1-May-11	31-Oct-11	(b)(4)	
1-Nov-11	30-Apr-12	(b)(4)	
OPTION YEAR 1			
1-May-12	31-Oct-12	(b)(4)	
1-Nov-12	30-Apr-13	(b)(4)	
OPTION YEAR 2			
1-May-13	31-Oct-13	(b)(4)	
1-Nov-13	30-Apr-14	(b)(4)	

B-6 1852.232-81 CONTRACT FUNDING (JUN 1990)

- A. For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for the MAF Manufacturing Support and Facility Operations Contract and covers the following estimated period of performance: May 1, 2009 through June 30, 2010.
- B. An additional amount of (b)(4) is obligated under this contract for payment of fee.

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost:			
Operations	(b)(4)		
Construction of Facilities	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$ 1,608,580	\$ -	\$ 1,608,580
Total Sum Allotted:	\$ 98,679,626	\$ 10,778,001	\$ 109,457,627

(End of Clause)

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H-6 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- A. The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- B. The Contractor shall make no diversion without the Contracting Officer's written consent, provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

- C. The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



H-7 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

- A. Given the unique role of this contract for supporting all other entities at MAF, the Contractor shall engage in cooperative relationships that facilitate effective management of overall Center operations. The Contractor shall establish ACAs as required for coordination and exchange of information with other contractors during the MSFOC contract period of performance. The information to be exchanged shall be that required by the other contractors in the execution of their respective contract requirements. The Contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit MAF with

[1] Contract Management Performance (35%)

This criterion will address the Contractor's effectiveness in planning, implementing, controlling, and completing task activities to achieve contract objectives. The evaluation will focus on (but not be limited to) management's responsiveness to all contract matters; the effectiveness of their communications at all contract levels; the reasonableness, accuracy, and promptness of their responses to work requests; their ability to recruit and retain a competitively priced workforce (including unique skills); the ability to have and maintain local autonomy; the effectiveness of teaming and subcontractor arrangements; the effectiveness of contract and subcontract administration including procurements for construction and materials; and the achievement of the subcontracting goals established in Attachment J-4, Small Business and SDB Subcontract Plan. The contractor will be evaluated in the following areas:

- Customer Management
 - User(s)/Tenant(s) relationship management
 - Coordination, collaboration, responsiveness, and cooperativeness with NASA, User(s)/Tenant(s) and others.
- Associate Contractor Agreement (ACA)
 - Coordination, communication, cooperation, and exchange of information among parties
- Work Management
 - Performance of Work Control Center
 - Compliance with and maintenance of Staffing Plan and effect of attrition on work performance
 - Procedures and plans for receiving work; scheduling, assigning, processing, controlling and completing work
- Business Management
 - Timely and effective initiatives for planning and implementing program operating cost/funding constraints and/or changes.
 - Cost reductions through use of cost savings programs, cost avoidance programs, alternate process methods, etc.
 - Subcontractor direction, coordination, and administration.

[2] Technical Performance (20%)

This criterion addresses the services provided by the Contractor. The Contractor's technical performance will be measured against accuracy and thoroughness of information provided in the fulfillment of the PWS tasks and data requirements. The adequacy of the contractor's skill mix in performing efforts in these categories will be evaluated. The contractor will be given credit for providing recommendations aimed at improving the efficiency within manufacturing support and facility operations. The contractor will be evaluated in the following areas:

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- Manufacturing Support Performance
 - Integration and scheduling of manufacturing operations
 - Support for general, common, and dedicated manufacturing area resources
- Facility Operations Performance
 - Planning, execution, and documentation of PM, CM, RCM, and maintenance projects.
 - Technical execution of Site Operations, site services, and logistics.
 - Planning, execution, and documentation of construction projects
 - Identification and implementation of efficient facilities, systems, equipment and utilities (e.g. energy management and control systems)
- Technical compliance programs:
 - Safety and Health
 - Quality
 - Environmental

[3] Cost Control (25%)

This criterion addresses the cost control methods initiated by the Contractor. This evaluation will assess the variances between negotiated and actual costs, ability to provide accurate, thorough and innovative price proposals, ability to manage rates identified in Attachment J-10, and the reasons for such variances, and how the Contractor addresses those variances.

The Contractor's cost control performance will be measured against commercial work to offset the cost of purchasing, utilizing, and maintaining the existing NASA facilities and equipment; selecting the appropriate skill mix to eliminate duplication of effort; effective management of travel, training, overtime, and procurements (including materials) to maximize the use of limited government funds.

The Contractor will be evaluated on the ability to prepare and implement cost plans within funding guidelines and constraints using factors such as the following:

Adjustments to Cost/Funding Constraints and Information and Visibility

- Recognition and response to funding limitations
- Recurring and one-time innovative actions taken to achieve economy in the performance of services and delivery of products
- Activities initiated to increase productivity within the existing workforce
- Accuracy of cost projections, tracking and reporting

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- Timely development and presentation of planned versus actual cost data
- Budget and financial methodology
- Voucher reconciliation
- Accuracy of cost data on contract/configuration changes

Variances in negotiated cost and negotiated rates

- Cost control measures
- Initiative and ingenuity demonstrated in minimizing the cost effect of any program changes
- Cost savings initiatives
- Administration of salaries and wages and resulting rates while providing proper skills and mix
- Actions initiated to control direct labor, overhead, subcontractor, other direct, and general and administrative expenses
- Explanation of variances to determine whether incurred costs are within or outside the Contractor's control

[4] Contractor Innovations **(20%)**:

Twenty percent of each award fee pool will be specifically linked to the successful accomplishment of the following innovations which are fully described in Section H.23:

(b)(4)

