

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE 12	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 0063	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) MSFOC
6. ISSUED BY CODE	PS43	7. ADMINISTERED BY (If other than Item 6) CODE	MHB

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

PS43/Joseph L. Eversole (256) 544-3196

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

CODE 07486 - CAGE	FACILITY CODE
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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.

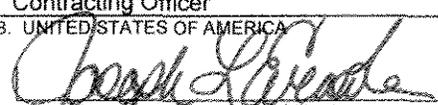
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH 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)

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.)

	<u>Contract Amount</u>	<u>Alloted Funding</u>
Previous Contract Amount	\$ 230,974,538	\$ 218,859,551
Increase this Modification	\$ -	\$ -
New Contract Amount	\$ 230,974,538	\$ 218,859,551

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) Joseph L. Eversole Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED JAN 13, 2012
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)

14. DESCRIPTION OF AMENDMENT/MODIFICATION (continued):

- (A) The following pages are changed at no additional contract value:
- (B) Clause B-6 is changed to correct an omission from Modification 62.
- (C) Clause H-6 is changed to incorporate Key Personnel changes in accordance with Jacobs letter dated November 1, 2011.
- (D) Attachment J-1, paragraph 1.1.5, is changed to remove additional subcontract consent requirements to align contract requirements with FAR 52.244-2 and NFS 1844.
- (E) Attachment J-1, Paragraph 11.0, is revised by adding a not for additional guidance to the contractor on processing a waiver the Table 11-1.

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

Attachments

Page(s) Deleted

B-5 (Mod 0062)

H-5 (Mod 0015)

J-1-14 (Mod 0016)

J-1-112 (Basic)

Replacement Added Page(s)

B-5 (Mod 0063)

H-5 (Mod 0063)

J-1-14 (Mod 0063)

J-1-112 (Mod 0063)

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)	\$1,537,924
1-Nov-09	30-Apr-10	(b)(4)	\$1,684,528
1-May-10	31-Oct-10	(b)(4)	\$2,156,077
1-Nov-10	30-Apr-11	(b)(4)	\$1,718,802
1-May-11	31-Oct-11	(b)(4)	\$1,897,289
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 February 15, 2012.
- B. An additional amount of (b)(4) is obligated under this contract for payment of fee.

	Previous	This Action	Total
Estimated Cost:			
Operations	(b)(4)		
Construction of Facilities	(b)(4)		
Provisional Award Fee:			
Earned Award Fee:	\$ 7,097,331	\$ 1,897,289	\$ 8,994,620
Total Sum Allotted:	\$ 218,859,550	\$ -	\$ 218,859,550

(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.

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)

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. Submit electronic data and information in the applicable Government standard formats and protocols.

1.1.5 Procurement Management

NOTE: Effort in this PWS section consists of both Mission Services and IDIQ. Procurement Management for PWS scope authorized on an IDIQ basis (e.g. subcontracting construction) will be authorized and costed as a function of the IDIQ task order.

Scope:

The Contractor shall provide effective, customer focused procurement and subcontract management that results in consistently high-quality products, services, and deliverables. The Contractor shall provide overall management of the subcontract requirements.

The Contractor shall develop and execute documentation to support the procurement of services, supplies, materials, and equipment including but not limited to:

- Consumables
- Store stock
- Parts
- Rental, lease or maintenance of equipment
- Software, software licenses or software maintenance
- Critical spares

Work Requirements:

The Contractor shall:

1. Maintain management, technical control, and visibility of intra-company, subcontractor, and major vendor activities that are used to fulfill contract requirements. Maintain accountability for the quality and timeliness of the goods and services that are subcontracted.
2. Establish and ensure continuous certification of a Government approved purchasing system in accordance with the FAR and NFS.
3. Provide small business and small disadvantaged business concerns the maximum practicable opportunity to receive a fair portion of subcontract awards in accordance with Attachment J-4, Small Business and SDB Subcontract Plan.
4. **Reserved**

10.2.2 Schedules

Modification 63

Scope:

The Contractor shall prepare a CoF master schedule for authorized projects and obtain Government approval. The master schedule is a one line schedule for each project. For each individual project, the Contractor is responsible for preparing a more detailed/multi-bar schedule which identifies all aspects of the project, from solicitation through project completion. If any revisions to the completion date of any project schedule are required, a revised schedule shall be prepared by the Contractor and NASA approval obtained.

10.2.3 Change Items, Request for Information and Claims

See Section 10.1.3.

10.2.4 Project Execution

See Section 10.1.4.

11.0 Indefinite Delivery Indefinite Quantity Services

Scope:

The Contractor shall provide the services identified in Table 11-1 as IDIQ or as Combined Mission Services and IDIQ, in accordance with Task Orders issued pursuant to Attachment J-14, IDIQ Process and Attachment J-15, IDIQ Task Order Procedure.

NOTE: The following table denotes those WBS elements which are Mission Services, IDIQ, and those that are both Mission Services and IDIQ. Mission Services work is priced in CLIN's 1, 4, 7, 10, and 13, which are the Mission Services lines of Clause B-2. IDIQ work is priced in CLIN's 2, 3, 5, 6, 8, 9, 11, 12, 14, and 15, which are the IDIQ lines of Clause B-2.

NOTE: A waiver to these requirements may be considered by the Contracting Officer and COTR on a case-by case basis upon official request by the contractor with the rationale for the request.

TABLE 11-1 (below)

		Combined			
		Mission			
Mission	IDIQ	Services			
Services	Services	& IDIQ			
				MSFOC PWS	
			1.0	Program Management	
				1.1	Business Management
X					1.1.1 Business Administration and Financial Management
X					1.1.2 Management Information Systems
	X				1.1.3 Geographic Information System
X					1.1.4 Information Technology Security
		X			1.1.5 Procurement Management