

AWARD/CONTRACT		THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9	PAGE 1 OF 1 PAGES
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2. CONTRACT (Proc. Inst. Item) NO. NAS2-02090	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SL 2678
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5. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000 Attn: Rhonda O. Baker, M/S 241-1 (650) 604-5631	CODE JAC 244-9	6. ADMINISTERED BY (If other than Item 5) Same as Block 5	CODE JAC 241-1
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7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Lockheed Martin Services, Inc., Lockheed Martin Space Operations Attention: Brian D. Clarke, M/S T20G-2, Business Operations & Program Controls Manager NASA Ames Research Center Moffett Field, CA 94035-0168	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT None

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12			
11. SHIP TO/MARK FOR CODE See Section F, Deliveries or Performance	FACILITY CODE Sec F	12. PAYMENT WILL BE MADE BY CODE NASA Ames Research Center Cost Accounting Branch Code CFG, M/S 203-18 Moffett Field, CA 94035-1000	CFG: 203-18

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA SL 2678 01-05C 802/30110 \$800,000.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B				

IDIQ/ FFP/CR	15G. TOTAL AMOUNT OF CONTRACT	\$109,329,511.0
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Jay F. Honeycutt, President, Lockheed Martin Space Operations	20A. NAME OF CONTRACTING OFFICER Barbara J. Young
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED June 18, 2002	20B. UNITED STATES OF AMERICA BY <i>Barbara J. Young</i> (Signature of Contracting Officer)	20C. DATE SIGNED JUL 23 2002
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROGRAMS AND PROJECTS (P&P) SERVICES SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the P&P Statement of Work (SOW) set forth in Section J.

<u>Contract Line Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
P&P-01	Programs and Projects (P&P) Services for Phase-in Period as specified in Section F.2(a)	1	JB
P&P-02	Programs and Projects (P&P) Services for the base period as specified in Section F.2(b)	1	JB

(b) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the P&P Statement of Work (SOW) set forth in Section J.

<u>Contract Line Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
P&P-03	Programs and Projects (P&P) Services for the first priced option as specified in Section F.2(c)	1	JB
P&P-04	Programs and Projects (P&P) Services for the second priced option as specified in Section F.2(d)	1	JB

(End of Clause)

B.2 PROGRAMS AND PROJECTS (P&P) SERVICES ESTIMATED COST
 (NFS 1852.216-81) (DEC 1988) (ARC Modified JUL 1999)

(a) The total estimated cost of the Programs and Projects Services (P&P) contract is:

Contract Line Item No.	Estimated Cost	Award Fee	Total Est Cost & Fee
P&P-01, Phase-In Period	B-4		
P&P-02, Base Period			
P&P-03, First Option Period			
P&P-04, Second Option Period			
Total of each column			

(End of Clause)

B.3 PROGRAMS AND PROJECTS (P&P) SERVICES CONTRACT FUNDING
 (NFS 1852.232-81) (JUN 1990) (ARC Modified JUL 1999)

(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 **P&P Contract** and covers the following estimated period of performance: **September 1 through September 7, 2002.**

(b) An additional amount of B-4 is obligated under this contract for payment of fee.

(c) Summary of Contract Value and Total Funding

	Previous	This Action	Total
Estimated Cost			
Award Fee			
Total			

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT (ARC 52.211-93)
(FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) The SOW for this contract is incorporated in Section J.

(End of Clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (ARC 52.211-95) (ALTERNATE I) (FEB 1997)

(a) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontracts.

(End of Clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/reqs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER DATE TITLE

52.246-3 MAY 2001 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT

52.246-5 APR 1984 INSPECTION OF SERVICES—COST-REIMBURSEMENT

52.246-9 APR 1984 INSPECTION OF RESEARCH AND DEVELOPMENT
(SHORT FORM)

52.246-15 APR 1984 CERTIFICATE OF CONFORMANCE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

NUMBER DATE TITLE

None

(End of Clause)

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title Number Date Tailoring

All quality standards addressed in section 3.0 of the SOW for P&P

(End of Clause)

E.3 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them

in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

E.4 HUMAN SPACE FLIGHT ITEM (NFS 1852.246-73) (MAR 1997)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of Clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE</u> <u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I)(APR 1984)
52.247-35	APR 1984	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE</u> <u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
None		

(End of Clause)

F.2 Programs and Projects Services Contract (8 years)
PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)

- (a) Phase-In Period. The Phase in period of this contract will be for * 31 days from the effective date of the contract.
- (b) Base Period. The period of performance of this contract will be for three years from the end of the phase-in period.
- (c) First Option Period. If exercised, the period of performance of this option period shall be two years from the end of the Base Period.
- (d) Second Option Period. If exercised, the period of performance of this option period shall be three years from the end of the First Option Period.

*Offeror to fill in.

(End of Clause)

F.3 DELIVERY OF REPORTS (ARC 52.211-92)(FEB 1997)

Unless otherwise specified, all reports (see Section J.1(a)-E, *Data Requirements List*) shall be addressed to NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

(End of Clause)

F.4 PLACE OF PERFORMANCE (ARC 52.237-90)(FEB 1997)

The Contractor shall perform the work under this contract at NASA Ames Research Center, other NASA Centers, auxiliary facilities, and at such other locations as may be approved by the Ames Research Center Contracting Officer.

F.5 NOTICE OF DELAY (ARC 52.249-90)(FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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None

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	NOV 1998	NEW TECHNOLOGY (for Large Business Only)
1852.242-71	DEC 1998	TRAVEL OUTSIDE THE UNITED STATES
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-71	JUN 1998	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (ALTERNATE I)(MAR 1989) (insert the following in Paragraph (a), "See NASA Procedures and Guidance (NPG) 4200.1, <i>NASA Equipment Management Manual</i> ; NPG 4200.2, <i>NASA Equipment Management User's Guide for Property Custodians</i> ; NPG 4300.1, <i>NASA Personal Property Disposal</i> ; and NPG 4310.4, <i>Identification and Disposition of NASA Artifacts</i> , for applicable user responsibilities.")

(End of clause)

G.2 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76)(JUN 2000)

(a) The Contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" clause B.2 in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the Contractor during the period. The Contractor may submit a self-evaluation of performance for each

evaluation period under consideration within two (2) calendar days after the end of the evaluation period. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA Ames Research Center Accounting Operations Branch will make payment based on issuance of unilateral modification by contracting officer.

(d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee, which can be awarded in each evaluation period, is limited to the amounts set forth in the Award Fee Matrix contained in the Performance Evaluation Plan. Award fee, which is not earned in an evaluation period, cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.
(End of Clause)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87)
(OCT 1997)(MODIFIED ARC/FEB 1998)

(a) Public vouchers for payment of costs shall include a reference to the contract number and the Contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d)(3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.

(b) Reporting Requirements Under Taxpayer Relief Act of 1997

(1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.

(2) In order to comply with the Act, the Contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the Contractor and the Internal Revenue Service.

(c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices

(1) When authorized by the Defense Contract Audit Agency (DCAA), the Contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The Contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.

(2) Upon written notification to the Contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the Contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

(3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (d)(3)(iii) below, need not be submitted.

(d) The Contractor shall prepare and distribute cost vouchers as follows:

- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
- (2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows and distribute to the respective addressees:

- (i) Original and three (3) copies:

Accounting Operations Branch
NASA Ames Research Center
M/S 203-18
Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

- (ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
Attn: Acquisition Branch, M/S 241-1
Moffett Field, CA 94035-1000

- (iii) Copy 2 -- Auditor

Defense Contract Audit Agency (Contractor to enter its cognizant DCAA Office

below)

DEFENSE CONTRACT AUDIT AGENCY

2339 ROUTE 70 WEST, FLOOR 1E

CHERRY HILL, NJ 08002-3315

- (iv) Copy 3 -- Contractor

- (v) Copy 4 -- Contract Administration Office (if applicable), STAMPED "INFO COPY"

- (vi) Copy 5 -- Project Management Office, STAMPED "INFO COPY"

- (vii) Copy 6 -- NASA Equipment Management Branch, M/S 255-2, STAMPED "INFO COPY"

(For Contractor-Acquired Property and/or Equipment, if applicable -- see

paragraph (4) below)

(4) As authorized by FAR 52.216-7(a), the Contractor shall also include the following in its vouchers submitted for payment of costs incurred for any Contractor-Acquired Property or Equipment that has an acquisition cost exceeding \$1,000.00:

- (1) Date of Purchase
- (2) Purchase Order Number
- (3) Item Description
- (4) Quantity
- (5) Purchase Price

"Equipment" is defined at NFS Clause 1852.245-70.

(e) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:
 Accounting Operations Branch
 NASA Ames Research Center
 M/S 203-18
 Moffett Field, CA 94035-1000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(f) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount will be required before payment for that amount may be made.

(End of Clause)

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

(a) For purpose of administration of the clause of this contract entitled "New Technology" or "Patent Rights—Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	Code DK, M/S 237-2	Moffett Field, CA 94035-1000
Patent Representative	Code DL, M/S 19-40	Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

G.5 TECHNICAL DIRECTION (NFS 1852.242-70)(SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)(JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available will be computers, computer peripherals, lab equipment, and test equipment. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its

entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Duplicating and copying, library, general use printers.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
- (l) The Contractor shall adhere to all rules and regulations prescribed by NASA Ames Research Center. In addition, the Contractor will follow all area policies and procedures as set forth at all NASA Ames laboratories and facilities.

(End of Clause)

G.7 PAYMENT OF AWARD FEE (ARC 52.216-92) (JUL 1994)

Payment of award fee shall be made as specified in the Schedule; provided that, after payment of 85% of the potential award fee, the Contracting Officer may withhold further payment of the award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% of the potential award fee or \$100,000, whichever is less.

NAS2-02090

SECTION G

(End of Clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/reqs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.204-74	AUG 2000	CENTRAL CONTRACTOR REGISTRATION
1852.223-70	MAY 2001	SAFETY AND HEALTH
1852.223-75	MAY 2001	MAJOR BREACH OF SAFETY OR SECURITY
1852.228-72	SEP 1993	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.228-78	SEP 1993	CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(End of Clause)

H.2 RIGHTS IN DATA-SPECIAL WORKS (FAR 52.227-17) (JUNE 1987 as modified)

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have-

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim

to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(f) The Contractor agrees to assign copyright in all works authored under this clause to the Government.

(End of clause)

H.3 RESTRICTIONS ON PRINTING AND DUPLICATING (NFS 1852.208-81) (AUG 1993)

(a) The Contractor shall reproduce any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, Pub 101-9, U.S. Government Printing Office, Washington, DC 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) "Duplicating/copying" is not considered to be printing. It is material produced by duplicating

equipment employing the lithographic process and automatic copy-processing or copier-duplicating machines employing electrostatic, thermal, or other copying processes not requiring the use of negatives or metal plates. The Contractor is authorized to duplicate production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages.

Such plates may not exceed a maximum image size of 10-3/4 by 14- 1/4 inches. A "production unit" is on a sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example; necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing or duplicating/copying in excess of the limits set forth above are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating/copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations and NFS 18-8.802.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing and/or any duplicating/copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of Clause)

H.4 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71)(DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is the Contractor may be required to participate in part or fully in the requirements identification and specification, proposal evaluation support, statement of work development, benchmarking, and other activities associated with Government procurement (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements).

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that

solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

H.5 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within ten (10) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order that includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

H.6 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000) ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Ames Research Center, where the foreign person will have access to export-controlled technical data or software.

NATIONAL AERONAUTICS & SPACE ADMINISTRATION
Ames Research Center
Moffett Field, CA

PERFORMANCE EVALUATION PLAN

FOR

Contract No. NAS2-XXXXX Title of Procurement with XXXXX Company

APPROVED BY:

Signature

Date

(Typed Name)

Associate Director of Space

Signature

Date

Performance Evaluation Board (PEB) Chair

NATIONAL AERONAUTICS & SPACE ADMINISTRATION
Ames Research Center
Moffett Field, CA

PERFORMANCE EVALUATION PLAN

FOR

Contract No. NAS2-XXXXX Title of Procurement with XXXXX Company

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NATIONAL AERONAUTICS & SPACE ADMINISTRATION
AMES RESEARCH CENTER
Moffett Field, CA

PERFORMANCE EVALUATION PLAN

I. Introduction

1. This plan covers the administration of the award fee provision of Contract No. NAS2-XXXXX, dated XX/XX/XX, with Company. The contract was awarded after completion of negotiations in accordance with the provisions of request for proposal (RFP) No. RFP2-36482.

2. The following matters, among others, are covered in the contract:

a. The Contractor is required to provide contract technical and support services for the Ames Research Center (ARC), Astrobiology and Space Research Directorate. The work to be performed consists of engineering and technical support.

b. The term of the contract is for XX years from contract award.

c. The estimated cost of performing the contract is \$XXXXX.

d. The award fee (excluding base fee), is \$XXXXX.

e. The base fee is \$0.

f. The estimated cost and award fee are subject to equitable adjustments arising from changes or other contract modifications.

h. The award fee payable will be determined periodically by the Fee Determination Official in accordance with this plan.

i. Award fee determinations are unilateral decisions made solely at the discretion of the Government.

j. The Performance Evaluation Board (PEB) may unilaterally change the emphasis in this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes at least thirty (30) work days prior to the beginning of the evaluation period to which the changes apply.

II. Organizational Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

1. Fee Determination Official (FDO)

a. The FDO is the Associate Director of Space (Code S). Primary responsibilities are:

(1) Determining the award fee earned and payable for each evaluation period as addressed in Part IV.

(2) Ensuring that the PEB's evaluation is consistent with this plan.

2. Performance Evaluation Board (PEB)

a. The Chair of the PEB is the Title, Name of Branch (Code ???). The following are voting members:

Name	Title	Org. Code	Mail Stop
_____	_____	_____	_____

b. The Chair may appoint non-voting members to assist the Board in performing its functions.

c. Primary responsibilities of the Board are:

(1) Conducting periodic evaluations of contractor performance and the submission of a Performance Evaluation Board Report (PEBR) to the FDO covering the Board's findings and recommendations for each evaluation period, as addressed in Part IV.

(2) Considering changes in this plan and adopting those it determines appropriate, as addressed in Part V.

3. Performance Monitors

a. A monitor will be assigned to each performance area to be evaluated. The assignment will be made by the PEB Chair as addressed in Part IV.

b. Each monitor will be responsible for complying with the General Instructions for Performance Monitors, Attachment IV-B, and any specific

instructions of the PEB Chair as addressed in Part IV. Primary monitor responsibilities are:

- (1) Monitoring, evaluating and assessing contractor performance in assigned areas.
- (2) Periodically preparing a Performance Monitor Report for the PEB, or others as appropriate.
- (3) Recommending appropriate changes in this plan for consideration, as addressed in Part V.

III. Evaluation Requirements

The applicable evaluation requirements are attached as indicated below:

<u>Requirement</u>	<u>Attachment</u>
Evaluation Periods and Maximum Available Award Fee for Each Period	III-A
Performance Evaluation Factors and Evaluation Criteria	III-B
Evaluation Criteria for Performance Evaluation Factor No. 1 through 3	III-B.1
Grading Table	III-C

The percentage weights indicated in Attachment III-B and the Attachment III-C grading table are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of provisional fee payments for interim evaluation periods and award fee earned for the final evaluation. In no way do they imply an arithmetical precision to any judgmental determination of the contractor's overall performance and amount of provisional fee paid and award fee earned.

IV. Method for Determining Award Fee

A determination of the award fee earned for each evaluation period will be made by the FDO within 20 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment IV-A summarizes the principal activities and schedules involved.

1. The PEB Chair will ensure a monitor is assigned for each performance evaluation factor or subfactor to be evaluated under the contract. Monitors will be selected on the basis of their expertise relative to prescribed performance area emphasis. Normally, monitor duties will be in addition to, or an extension of, regular responsibilities. The PEB Chair may change monitor assignments at any time without advance notice to the contractor. The PEB Chair will notify the contractor promptly of all monitor assignments and changes.

2. The PEB Chair will ensure that each monitor receives the following:

- a. A copy of this plan along with any changes made.

- b. Appropriate orientation and guidance.
 - c. Specific instructions applicable to the monitors' assigned performance areas.
3. Monitors will evaluate and assess contractor performance and discuss the results with contractor personnel as appropriate, in accordance with the General Instructions for Performance Monitors, Attachment IV-B, and the specific instructions and guidance furnished by the PEB Chair.
4. The PEB Chair may request and obtain performance information from other units or personnel normally involved in observing contractor performance, as appropriate.
5. Quarterly the PEB will consider Performance Monitor Reports and other performance information it obtains and discuss the reports and information with monitors or other personnel, as appropriate.
6. The COTR and Contract Specialist will meet or discuss via telecon at least quarterly with the contractor and discuss overall performance during the period.
7. No later than ten days prior to the end of each evaluation period, the PEB will meet to consider all the performance information it has obtained. At the meeting, the PEB will summarize its preliminary findings and recommendations for coverage in the Performance Evaluation Board Report (PEBR).
8. The PEB Chair will prepare the PEBR for the period and submit it to the FDO no later than five days after the end of the evaluation period for use in determining the award fee earned. The report will include an adjectival rating and a recommended performance score with supporting documentation. The FDO will consider the PEBR and discuss it with the PEB Chair and other personnel, as appropriate. If, prior to the end of the evaluation period, additional new information becomes available, such as a more current NASA Form 533M, it shall be brought to the attention of the FDO.
9. The FDO will consider the recommendations of the PEB, information provided by the contractor, if any, and any other pertinent information in determining the amount of award fee to be paid for the period. The FDO's determination of the amount of award fee to be paid and the basis for this determination will be stated in the Award Fee Determination Report (AFDR).
10. The Contracting Officer will execute the unilateral modification to the contract, providing the amount of award fee earned (or to be paid) and the "standard" language to allow payment of the award fee based on the modification only. No numerical or adjectival ratings will be stated. The Contracting Officer will forward the modification, along with a copy of the AFDR and PEBR summary, to the contractor.

V. Changes in Plan Coverage

1. Right to Make Unilateral Changes

Any information covered in this plan not otherwise requiring mutual agreement under the contract, may be changed unilaterally by the PEB prior to the beginning of an evaluation period by timely notice to the contractor in writing. The changes will be made without formal modification of the contract.

2. Steps to Change Plan Coverage

The following is a summary of the principal actions involved in changing plan coverage: (actions may be modified to reflect different approval/notification levels).

<u>Action</u>	<u>Schedule (Workdays)</u>
PEB considers proposed changes.	Ongoing.
CO notifies contractor if there are changes.	Thirty (30) days before start of the applicable period.

The PEB will establish lists of subsidiary actions and schedules as necessary to meet the above schedules.

3. Method for Changing Plan Coverage

The method to be followed for changing the plan coverage is described below:

a. Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels or improving the award fee determination process. Recommended changes should be sent to the PEB for consideration and drafting.

b. Prior to the end of each evaluation period, the PEB will determine recommended changes, if any, that will be applicable to the next evaluation period.

c. Thirty (30) days before the beginning of each evaluation period, the Contracting Officer will notify the contractor in writing of any changes to be applied during the next period. If the contractor is not provided with this notification, or if the notification is not provided within the agreed-to number of

Contract No. NAS2-XXXXX Title of Procurement

EVALUATION PERIODS AND MAXIMUM
AVAILABLE AWARD FEE FOR EACH PERIOD

Period Number	Start Date	End Date	Max. Available Award Fee
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

ATTACHMENT III-B TO PEP FOR

Contract No. NAS2-XXXXX Title of Procurement

PERFORMANCE EVALUATION FACTORS AND EVALUATION CRITERIA

The performance factors to be evaluated are identified below. The evaluation criteria for each factor are attached, as indicated.

<u>Area No.</u>	<u>Brief Factor Identification</u>	<u>Factor Weight</u>	<u>See Attachment</u>
1	Technical Performance	XX%	III-B.1
2	Schedule Performance & Contract Management	XX%	III-B.2
3	Cost Control	X%	III-B-3

Contract No. NAS2-XXXXX Title of Procurement

**EVALUATION CRITERIA FOR PERFORMANCE EVALUATION
FACTOR NO. 1**

Technical Performance

Factor Weight XX%

Description of Factor:

Relates to quality of work and productivity, timeliness of performance, and utilization of personnel, material and equipment.

Basis or Standard for Measuring Performance:

Each Contract Task Order (CTO) contains a metrics section and the standard for determining the quality of the item or services delivered

Contract No. NAS2-XXXXX Title of Procurement

**EVALUATION CRITERIA FOR PERFORMANCE EVALUATION
FACTOR NO. 2**

Schedule Performance & Contract Management

Factor Weight XX%

Description of Factor:

Relates to staffing and corporate support, planning, directing, scheduling, and corrective management action; Training and qualifications of personnel; communication between organizational levels and among both Contractor and Government organization elements. This category will also include continuous improvement in the workplace such as initiatives that promote: productivity improvement, quality enhancement, cost savings. Also included is subcontracting relative to Subcontracting Plan goals, procedures and achievements; systems approvals; contract compliance; and performance relative to delivery schedules in the Contract Schedule and on Contract Task Orders.

Basis or Standard for Measuring Performance:

A. Schedule Performance

Each Contract Task Order (CTO) contains a metrics section and the standard for determining the quality of the item or services delivered

B. Contract Management Performance

1. Contract administration including contract actions, effectiveness of property and material control, and computer utilization, will be evaluated. Also to be evaluated is contractor implementation of negotiated policies and procedures affecting the contract, including: effectiveness of accounting system, technology utilization, the equal employment opportunity program, and the minority business enterprises subcontracting program including small business/small disadvantaged business goal performance, and productivity programs.

2. Effectiveness of the contractor's financial management system in providing timely and accurate reports to the Government. Cost reports have full and complete traceability within and between all contract cost reports. Cost report narratives provide early identification of, and propose solutions to,

RFP2-36482 Attachment J.1(a)-K
problems which have a potential for cost overruns or which may require additional resources.

3. Compliance with all contract terms and conditions.
4. Timeliness and quality of required reports.
5. Contractor's communications with the Contracting Officer bringing to his/her attention issues that could affect cost control or any aspect of the contract. Information provided is accurate and detailed.

Contract No. NAS2-XXXXX. Title of Procurement

**EVALUATION CRITERIA FOR PERFORMANCE EVALUATION
FACTOR NO. 3**

Cost Control

Factor Weight XX%

Description of Factor:

Relates to control of costs (actual costs incurred e.g. underrun, overrun); content, timeliness and accuracy of financial management reports.

Basis or Standard for Measuring Performance:

1. The contractor's performance in managing, reporting, and controlling costs will be measured and evaluated in accordance with the established cost plan.
2. The contractor's ability to adjust to NASA cost/funding constraints in a timely manner and with acceptable workarounds to maintain the cost objectives will be evaluated. Other cost control performance evaluations will be based upon the timeliness and validity and completeness of implementation plan cost estimates and the contractor's performance relative to implementation plan adjustments and/or constraints and the timeliness of notification of any deviation to cost plan value or annual funding requirements.

ATTACHMENT III-C TO PEP FOR

Contract No. NAS2-XXXXX Title of Procurement

GRADING TABLE

Adjective Rating	Range of Performance Points	Description
Excellent	(100-91)	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effort on overall performance.
Very Good	(90-81)	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	(80-71)	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	(70-61)	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/ Unsatisfactory	(less than 61)	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

Any factor/subfactor receiving a grade of poor/unsatisfactory (less than 61) will be assigned zero performance points for purposes of calculating the award fee amount. The contractor will not be paid any award fee when the total award fee is "Poor/Unsatisfactory" (less than 61).

III-C-1

ATTACHMENT IV-A TO PEP FOR

Contract No. NAS2-XXXXX Title of Procurement

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions involved in determining the award fee for the evaluation periods.

ACTION	SCHEDULE OF EVENTS
1. Monitors receive orientation and guidance.	On going after start of period.
2. Monitors assess performance and discuss results with contractor.	On going after start of period.
3. Monitors submit Performance Monitor Reports to PEB.	Last day of each month.
4. COTR consolidates monitor reports.	Within 5 days following the quarterly review period.
5. COTR and Contract Specialist discuss overall performance with contractor.	Within 10 days after end of each quarterly review period.
6. COTR submits a summary of the monthly evaluations to the PEB. Contracting Officer (Specialist) submits evaluation.	30 days prior to the end of the award fee evaluation period.
7. PEB meets to summarize findings and prepares PEER and AFDR.	10 days prior to end of period.
8. PEB Chair submits PEER and AFDR to FDO.	5 days after end of the evaluation period.
9. FDO considers AFDR and discusses PEER with PEB Chair, as appropriate; furnishes PEER to CO.	20 days after end of the evaluation period.
10. Contract Modification executed. CO sends PEER and AFDR to contractor.	No later than 30 days after end of evaluation period.
11. Payment made to contractor based on contract modification.	No later than 45 days after end of period.

The PEB will establish lists of subsidiary actions and schedules as necessary to meet the above schedules.

Contract No. NAS2-XXXXX Title of Procurement

GENERAL INSTRUCTIONS FOR PERFORMANCE MONITORS

1. Monitoring and Assessing Performance

a. Monitors will prepare outlines of their assessment plans, discuss them with appropriate contractor personnel to assure complete understanding of the evaluation and assessment process.

b. Monitors will plan and carry out on-site assessment visits, as necessary.

c. Monitors will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained. This will ensure that the contractor receives accurate and complete information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.

d. The monitor will discuss the assessment with contractor personnel as appropriate, noting any observed accomplishments and/or deficiencies. This affords the contractor an opportunity to clarify possible misunderstandings regarding areas of poor performance and to correct or resolve deficiencies.

e. Monitors must remember that contacts and visits with contractor personnel are to be accomplished within the context of official contractual relationships. Monitors will avoid any activity or association which might cause, or give the appearance of, a conflict of interest.

f. Monitors' discussions with contractor personnel are not to be used as an attempt to instruct, to direct, to supervise or to control these personnel in the performance of the contract. The role of the monitor is to monitor, assess and evaluate, not to manage the contractor's effort.

2. Documentation Evaluation/Assessment

Evaluations and assessments conducted and discussions with contractor personnel will be documented and shall at a minimum include a discussion of performance strengths and weaknesses during the review period. When there were significant weaknesses noted, the PEB will also make recommendations for improvement.

3. Evaluation/Assessment Reports

Monitors will prepare a formal Performance Monitor Report according to the following instructions. Then, the report shall be submitted to the PEB.

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a. Monitors will assess upcoming activities and provide recommendations to the PEB for development of specific period areas of emphasis.

b. Each monitor shall continuously evaluate the contractor's performance and document findings at least once a month. It is essential that measurable accomplishments be identified and that these be reviewed with the contractor. Each monitor shall also hold monthly management conferences with the contractor and participate in discussions concerning accomplishments, problem areas, planned work, and travel.

c. At the end of the evaluation period, each monitor will submit a composite report to the coordinator which will cover the evaluation period and will contain the following information:

(i) List of items on which outstanding effort was performed.

(ii) List of items where effort was below that expected.

(iii) Recommended corrective action.

(iv) Statement of effectiveness of contractor's response to corrective action.

(v) Where weak points are major, sufficient detail for positive identification to the contractor.

(The above data must be identified and segregated by criterion.)

d. The report should normally be no more than three typewritten pages (single spaced). The Coordinator/Technical manager will specify the schedule for submittal of the report.

e. All monitors are responsible for maintaining work files including all documentation used in evaluating performance. The substance of any discussions with the contractor relative to monitor functions must be documented and a copy provided to the coordinator.

4. Oral Reports

Monitors will be prepared to make oral reports of their evaluations and assessments as required by the PEB Chair.