

<b>AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. <b>034</b>	3. EFFECTIVE DATE <b>See Block 16c</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If .....)
6. ISSUED BY CODE <b>NASA JSC White Sands Test Facility Attn: Irene Garcia/BH5 P.O. Box 20 Las Cruces, New Mexico 88004</b>	<b>JRG</b>	7. ADMINISTERED BY (If other than Item 6) CODE <b>NASA JSC White Sands Test Facility Attn: Brandon Sivage/BH5 P.O. Box 20 Las Cruces, New Mexico 88004</b>	<b>JAI</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)  
**Jacobs Technology Inc.  
 Attn: J. Keith Beck, General Manager  
 600 Williams Northern Blvd.  
 PO Box 884  
 Tullahoma, TN 37388**

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO. N/A	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ11HA02C	10B. DATED (SEE ITEM 13) 3/01/2011

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  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  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 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 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)  
See Schedule

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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:
X	d. OTHER (Specify type of modification and authority) Bilateral Modification – mutual agreement of the parties

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copy to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**The purpose of this modification is to delete Attachment J-1: Performance Evaluation Plan in its entirety and replace it with the attached Attachment J-1: Performance Evaluation Plan.**

**See SPICE for updated sections.**

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) <i>J.K. Beck</i> VP/General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Irene M. Garcia, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>6/29/12</b>
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>7.9.12</b>

**ATTACHMENT J-1: PERFORMANCE EVALUATION PLAN**

## I. INTRODUCTION

In accordance with the provisions of the Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), the NASA Award Fee Handbook, and in accordance with JSC Policy and Procedures, a performance evaluation procedure is hereby established for determination of fees payable under this contract. The fee arrangement outlined in this plan has been established to motivate the contractor to strive for excellence in the quality and timeliness of performance, subcontracting goals, safety, and cost. The payment of any award fee is contingent upon compliance with contractual requirements and performance to the degree specified in Appendix 1. The Contractor's performance will be evaluated by the Government in accordance with the procedures set forth below, at the expiration of each period specified in Appendix 3.

The evaluation to be performed by the Government will be based on the Government's assessment of the Contractor's accomplishment of the various areas of work covered by the Statement of Work (SOW), in accordance with the criteria, weightings, procedures, and other provisions set forth below. The evaluation process will include both objective and subjective assessments of Contractor performance. Ordinarily, award fee applies only to cost reimbursement portions of a contract. For the award fee evaluations under this contract, the Government will also consider the Contractor's technical and management performance under the fixed price task orders. However, cost performance on the fixed price task orders will not be part of the cost performance evaluation for award fee.

The contractor's self assessment, provided through DRD-TEST-CM-06, Management Review Report, will supplement Contractor evaluations.

## II. ORGANIZATION STRUCTURE

- A. Performance Evaluation Board Integration Team: The Performance Evaluation Board Integration Team (PEB-IT) will be composed of the contract management team including the Contracting Officer (CO) and Contracting Officer's Technical Representative (COTR). The COTR will be the focal point for the accumulation and development of award fee evaluation technical reports, reviews, and presentations. The Contracting Officer will be the focal point for Contractor performance evaluations relating to contract management. The PEB-IT will evaluate Contractor performance using the evaluation factors listed in Section IV, Evaluation Criteria and Weighting, of this plan.
- i. The PEB-IT will provide the Contractor interim performance evaluations a minimum of every three months (after 5 months for the first evaluation period, includes phase-in). The intent of these interim evaluations is to discuss specific areas where future performance improvement is necessary or where performance has excelled.
  - ii. The PEB-IT will prepare a 6-month evaluation report for review by the Performance Evaluation Board (PEB) for each evaluation period (after 8 months for the first evaluation period, includes phase-in). This report will include a

recommended adjective rating and numerical score representing the Contractor's performance for the period evaluated.

- B. Performance Evaluation Board (PEB): A PEB, comprised of selected NASA technical and administrative personnel, will evaluate the Contractor's performance after each evaluation period to determine whether and to what extent the Contractor's performance during the evaluation period is deserving of the payment of award fee. The Board, at the end of each evaluation period, will prepare a summary of the evaluations for review by the Fee Determination Official (FDO). This summary will include a recommendation to the FDO as the adjective rating and numerical score to be assigned for the Contractor's performance in the preceding evaluation period.
- C. FDO: The FDO, a senior NASA official, will determine the Contractor's performance score in accordance with the procedures set forth below. After considering available and pertinent information and recommendations, the FDO will make a performance determination for each period. The FDO shall appoint the PEB Chairperson and members.

### III. EVALUATION PROCEDURES

Award fee evaluation periods shall be 6 months in length; except for period 1 which is 8 months in length (includes phase-in). Contractor performance will be assessed at the mid-point and at the end of each evaluation period. (Period 1 mid-point assessment shall be conducted at the 5th month, includes phase-in). The Government may provide Contractor performance feedback to the Contractor at any time during the evaluation period.

- A. The Contractor may provide recommended areas of emphasis and weightings for consideration by the Government to be used for the ensuing evaluation period no later than 45 days prior to the start of each award fee evaluation period (for the first evaluation period this shall be construed as 30 days prior to the end of the phase-in period). Consideration will be given to the Contractor's recommendations; however, it is the Government's responsibility to establish the specific areas of emphasis for each evaluation period.
- B. The Government may unilaterally identify selected areas of emphasis and prioritize their relative importance. These areas of emphasis will be communicated to the Contractor by the CO in writing 30 days prior to the beginning of the applicable evaluation period (for the first evaluation period this shall be construed as 20 days prior to the end of the phase-in period). Emphasis will be directed at particular areas under the contract, which appear to the Government to deserve special attention and will be used in judging the Contractor's performance. These areas of emphasis will not necessarily cover the entire spectrum of performance that will be evaluated in determining award fee dollars earned. Other pertinent factors included under the contract and general factors bearing upon overall performance will be considered as the facts and circumstances of each period may require.
- C. The Contractor may provide a self-evaluation report to the Contracting Officer within 7 working days after the end of a performance period. The PEB-IT will not submit its

recommendation to the PEB until (1) the Contractor's self-evaluation report has been received and considered, or (2) the Contractor has provided written notification that a self-evaluation report will not be submitted, or (3) the deadline for its submission has expired.

- D. Promptly after the end of each six-month evaluation period, the PEB-IT shall meet to consider all of the performance information it has obtained. At the meeting, the PEB-IT will summarize its preliminary findings and recommendations in the Performance Evaluation Board Integration Team Report (PEB-ITR). Included with the report will be an adjective rating and a recommended performance score. The report, adjective rating, and recommended performance score will be presented to the PEB.
- E. The PEB shall meet subsequent to the PEB-IT and consider all of the performance information it has obtained. At the PEB meeting, the contractor may provide a self-evaluation presentation (a copy of which shall be provided to the PEB) not to exceed 30 minutes in length.
- F. The PEB will summarize its preliminary findings and recommendations in the Performance Evaluation Board Report (PEBR). Included with the report will be an adjective rating and a recommended performance score. The report, adjective rating, and recommended performance score will be presented to the FDO.
- G. The FDO will consider the recommendations of the PEB-IT, the PEB, and the PEBR, and any other pertinent information in determining performance scores. The FDO's determination of the scores will be stated in a written Award Fee Determination and provided to the Contractor by the Contracting Officer.
- H. The Contractor will be provided the final score and a summary of the findings. The Contractor shall provide a written response to the Contracting Officer within 5 calendar days stating acceptance or indicating a need for further FDO consideration. If the Contractor takes exception to the findings, such exception shall be stated in writing and provided to the Contracting Officer within 5 working days from the date that the findings were provided to the Contractor.
- I. The Contractor shall submit to the Contracting Officer a Corrective Action Plan (CAP) for all identified weaknesses noted in the PEB report or adverse objective performance metrics identified by the Government as part of the evaluation. The CAP shall be submitted within 15 working days after the final performance determination for each evaluation period for concurrence by the Contracting Officer and the COTR.

#### **IV. AWARD FEE EVALUATION CRITERIA AND WEIGHTING**

- A. In evaluating the performance of the Contractor, the Government will evaluate major elements of Contractor performance including performance and cost.
- B. The criteria for evaluation of Contractor performance for determination of award fee is defined below. The Government may unilaterally modify the award fee performance evaluation factors and performance evaluation areas applicable to the evaluation

period. The C.O. shall notify the Contractor in writing of any such changes prior to the start of the relevant evaluation period.

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>1. Performance and Compliance with Management And Technical Requirements</b>	<b>50 %</b>
a. Management and technical performance criterion includes all aspects of quality and schedule based on objective evidence demonstrating both technical and management performance. For technical performance, emphasis will be placed on the SOW performance standards, as well as continuous improvements and innovations that lead to increased safety, cost savings or improved operational efficiencies. Management performance will also evaluate contractor cost management including aspects such as timeliness and accuracy of cost reports.	
<b>2. Safety Performance</b>	<b>15 %</b>
a. Compliance with Safety and Health Requirements criterion includes all aspects of safety and health and environmental compliance issues primarily based on objective evidence demonstrating performance.	
<b>3. Small Business Subcontracting Goal Performance</b>	<b>10 %</b>
a. The Subcontracting Goals criterion includes evaluation of the Contractor's success in achieving or surpassing the subcontracting goals specified in the contract.	
<b>4. Cost Performance</b>	<b>25 %</b>
a. The contractor's performance will be evaluated through a quantitative assessment of the award fee period cumulative costs using cost data from the NF533 cost reports and other relevant cost performance information.	
<b>C. Notwithstanding any of the above in paragraphs IV.A. and IV.B., a major breach of safety or security, as defined by clause 1852.223-75, Major Breach of Safety or</b>	

Security, of this contract, may result in an award fee score of zero for the affected evaluation period.

- D. In order to earn any award fee, the Contractor must receive a numerical score of 50 or greater. Appendix 1 provides the performance level definition adjective ratings and corresponding numerical scores that will be used in evaluating performance. The numerical grade ranges corresponding to these adjective ratings and their conversion to total award fee earned are set forth in Appendix 2. Appendix 3 provides the distribution of the available maximum award fee for each evaluation period.

**APPENDIX 1 – EVALUATION DEFINITIONS**

<b>ADJECTIVE</b>	<b>DEFINITION</b>	<b>GRADE RANGE</b>
Excellent	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	91-100
Very Good	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	76-90
Good	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	51-75
Satisfactory	Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	50
Poor/ Unsatisfactory	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	49 and below

**APPENDIX 2 – PERFORMANCE SCORE CONVERSION CHART**

<i>Weighted Performance Score</i>		Percentage of Available Award Fee
100		100%
99		99
98		98
97		97
96	Excellent	96
95		95
94		94
93		93
92		92
91		91
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90		90
89		89
88		88
87		87
86		86
85		85
84	Very Good	84
83		83
82		82
81		81
80		80
79		79
78		78
77		77
76		76
<hr style="border-top: 1px dashed black;"/>		
75		75
74		74
73		73
72		72
71		71
70		70
69		69
68		68
67		67
66		66
65		65
64	Good	64
63		63
62		62
61		61
60		60
59		59
58		58
57		57
56		56
55		55
54		54
53		53
52		52
51		51
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50	Satisfactory	50
<hr style="border-top: 1px dashed black;"/>		
49	Poor/Unsatisfactory	0

**APPENDIX 3 – FEE DISTRIBUTION**

Evaluation Period	Award Fee Available	Score	Award Fee Earned
<b>BASIC CONTRACT (if Options 1 &amp; 2 are not exercised):</b>			
Period 1: May 1, 2011 - October 30, 2011 plus phase-in	(b) (4)	98%	(b) (4)
Period 2: November 1, 2011 – April 30, 2012	\$TBD	TBD	\$TBD
Period 3: May 1, 2012 – October 30, 2012	\$TBD	TBD	\$TBD
Period 4: November 1, 2012 – April 30, 2013	\$TBD	TBD	\$TBD
Period 5: May 1, 2013 – October 30, 2013	\$TBD	TBD	\$TBD
Period 6: November 1, 2013 – April 30, 2014	\$TBD	TBD	\$TBD
<b>Total Available Award Fee - Basic Contract</b>	<b>\$TBD</b>	<b>TBD</b>	<b>\$TBD</b>
<b>If OPTION 1 is exercised the evaluation periods will be as follows:</b>			
Period 7: May 1, 2014 – October 30, 2014	\$TBD	TBD	\$TBD
Period 8: November 1, 2014 – April 30, 2015	\$TBD	TBD	\$TBD
<b>Total Available Award Fee - Option 1</b>	<b>\$TBD</b>	<b>TBD</b>	<b>\$TBD</b>
<b>Total Award Fee - Base &amp; Option 1</b>	<b>\$TBD</b>	<b>TBD</b>	<b>\$TBD</b>
<b>If OPTION 2 is exercised the evaluation periods will be as follows:</b>			
Period 9: May 1, 2015 – October 30, 2015	\$TBD	TBD	\$TBD
Period 10: November 1, 2015 – April 30, 2016	\$TBD	TBD	\$TBD
<b>Total Available Award Fee - Option 2</b>	<b>\$TBD</b>	<b>TBD</b>	<b>\$TBD</b>
<b>Total Available Award Fee - Base, Option 1 &amp; 2</b>	<b>\$TBD</b>	<b>TBD</b>	<b>\$TBD</b>