

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 40
2. AMENDMENT/MODIFICATION NO. 006	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA JSC White Sands Test Facility Attn: Irene Garcia/BH5 P.O. Box 20 Las Cruces, New Mexico 88004	CODE JRG	7. ADMINISTERED BY (If other than Item 6) NASA JSC White Sands Test Facility Attn: Brandon Sivage/BH5 P.O. Box 20 Las Cruces, New Mexico 88004	CODE JBP

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 Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies 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 update sections B, G.2 (Award Fee), G.3.1 (Supplemental Voucher/Invoice Instructions), H.36 (Small Disadvantaged Business Participation), J-1 (Performance Evaluation Plan), and DRD BP-04
 Page 2 shows breakout of changes.**

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) JK Beck General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Irene M. Garcia, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/11/11
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED BY 7.12.11

SECTION	Part	REMARKS
B	B.4, B.5, B.7, B.9, B.10	B.4 – Firm Fixed Price, change from \$25,876,204 to \$27,187,140. B.5 – Estimated Cost and Fee, Replaced in its entirety. B.7 – Fixed Price Task Orders, updated 1TAEMER costs for contract years 1-3 to reflect increased costs in emergency services labor rates. B.9 – Fully Burdened Rate Table For Pricing Cost Reimbursable, update labor rates. B.10 - Fully Burdened Rate Table For Pricing Fixed Price, update labor rates.
G	G.2, G.3.1	G.2 – Award Fee for Service Contracts, update subsection (e) to allow for changes within one award fee period. G.3.1 – Supplemental Voucher/Invoice Instructions, Update to say Contractor WBS
H	H.36	H.36 – Small Disadvantaged Business Participation-Contract Targets, correct percentage error.
J	J-1	J-1 – Performance Evaluation Plan, Modify language to allow creation of baseline as performance measure for AFP1.
J	DRD BP-04	Udate: Due Date, Distribution, Cost Reporting, Baseline 533, Supplemental, And Electronic NF533 Requirement

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

**CLAUSE
NUMBER**

DATE

TITLE

NONE INCORPORATED BY REFERENCE

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

**CLAUSE
NUMBER**

DATE

TITLE

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated by Reference)

B.2 DESCRIPTION OF WORK

- (a) The Contractor shall provide all required services (except as may be expressly stated in this contract as furnished by the Government) necessary to successfully manage, deliver and/or perform, operate, maintain and provide all requirements in accordance with the Statement of Work (SOW) in Section C, as well as all Data Requirement Descriptions (DRDs) provided in section J, and all other requirements as specified throughout the contract.
- (b) In addition, the Contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to successfully perform all phase-in activities, in accordance with the Phase-in Plan (DRD TEST-CM-04).
- (c) This is a performance based, Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. The contract performance will be measured in accordance with the Performance Evaluation Plan (Attachment J.1).
- (d) This contract contains Cost Reimbursable (CR) and Fixed Price (FP) portions. Portions of the SOW that are CR and/or FP are identified in the table of contents of the SOW. It is the Governments intent to transition work currently listed as CR to FP as historical data is collected and as appropriate during the

life of the contract.

(End of clause)

B.3 CONTRACT PHASE-IN (FIRM-FIXED-PRICE)

The total firm fixed price of all phase-in effort for this contract is **\$268,507** covering a 60- calendar day phase-in period from March 1, 2011 through April 30, 2011.

(End of clause)

B.4 FIRM FIXED-PRICE (NFS 1852.216-78) (DEC 1988) (Applicable only to fixed-price)

The total firm fixed price of this contract is **\$27,187,140**~~25,876,204~~.

(End of clause)

B.5 ESTIMATED COST AND FEE

(a) The estimated cost of this contract is **\$44,359,073**~~TBD~~. The maximum available fee, excluding base fee, if any, is **\$1,352,274**~~TBD~~. The base fee is \$0. Total estimated cost and maximum fee is **\$45,711,347**~~TBD~~.

(b) ~~The estimated cost and fee for this contract is **TBD**.~~

Contract Year 1			
	COST / PRICE	MAX AWARD FEE	TOTAL COST / PRICE AND FEE
PHASE-IN FP	\$ 268,507	\$ -	\$ 268,507
CR TO'S (T1-X)	\$16,903,425	\$1,352,274	\$18,255,699
FFP TO'S (T1-X)	\$ 8,758,309		\$ 8,758,309
TOTAL ISSUED IDIQ (NTE \$100M/YR)	\$25,661,734	\$1,352,274	\$27,014,008

TOTAL CONTRACT VALUE YEAR 1	\$25,930,241	\$1,352,274	\$27,282,515
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Contract Year 2			
	COST / PRICE	MAX AWARD FEE	TOTAL COST / PRICE AND FEE
CR TO'S (T1-X)	\$ -	\$ -	\$ -
FFP TO'S (T1-X)	\$ 9,038,348		\$ 9,038,348
TOTAL ISSUED IDIQ (NTE \$100M/YR)	\$ 9,038,348	\$ -	\$ 9,038,348
TOTAL CONTRACT VALUE YEAR 2	\$ 9,038,348	\$ -	\$ 9,038,348
TOTAL YEAR 1 VALUE	\$25,930,241	\$1,352,274	\$27,282,515
TOTAL CONTRACT VALUE YEAR 1 - 2	\$34,968,589	\$1,352,274	\$36,320,863

Contract Year 3			
	COST / PRICE	MAX AWARD FEE	TOTAL COST / PRICE AND FEE
CR TO'S (T1-X)	\$ -	\$ -	\$ -
FFP TO'S (T1-X)	\$ 9,390,484		\$ 9,390,484
TOTAL ISSUED IDIQ (NTE \$100M/YR)	\$ 9,390,484	\$ -	\$ 9,390,484
TOTAL CONTRACT VALUE YEAR 3	\$ 9,390,484	\$ -	\$ 9,390,484
TOTAL CONTRACT VALUE YEAR 1	\$25,930,241	\$1,352,274	\$27,282,515
TOTAL CONTRACT VALUE YEAR 2	\$ 9,038,348	\$ -	\$ 9,038,348
TOTAL CONTRACT VALUE YEAR 1-3	\$44,359,073	\$1,352,274	\$45,711,347

(End of clause)

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

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 **\$14,647,000**

- (a) . This allotment is for all Test and Evaluation Support Team (TEST) efforts at NASA/JSC/WSTF and covers the following estimated period of performance: March 1, 2011 through **September 15, 2011.**

	COST / PRICE	MAX AWARD FEE	TOTAL COST / PRICE AND FEE
PHASE-IN FP	\$268,507		\$268,507
CR TO'S (T1-X)	\$10,717,577	\$857,406	\$11,574,984
FFP TO'S (T1-X)	\$2,803,509		\$2,803,509
TOTAL ISSUED IDIQ (NTE \$100M/YR)	\$13,521,087	\$857,406	\$14,378,493
TOTAL CONTRACT Funding YEAR 1 To Date	\$13,789,594	\$857,406	\$14,647,000

(End of clause)

B.7 FIXED PRICE TASK ORDERS

The Government reserves the right to award the fixed price task orders below, as bid. Pricing of all FP IDIQ orders shall be in accordance with the negotiated rates in clause B.10 Fully Burdened Rate Table For Pricing Fixed Price Task/Delivery Orders.

CONTRACT BASE YEAR 1 – (May 1, 2011 – April 30, 2012)

Supplies/Services	Price
SOW Section 2.1 - Contractor Management Fixed Price Task Order 1TAMGMT	\$2,104,984
SOW Section 2.2 - Business Processes Fixed Price Task Order 1TABPRO	\$1,535,768
SOW Section 4.0 - Emergency Services Fixed Price Task Order 1TAEMER	\$3,091,237
SOW 5.10.2 - Mail Services Fixed Price Task Order 1TCMAIL	\$86,510
SOW 5.10.3 - Supply Management Fixed Price Task Order 1TCSUPL	\$265,191
SOW 5.10.4 - Equipment Management Fixed Price Task Order 1TCEQUP	\$188,302
SOW 5.10.5 - Disposal Fixed Price Task Order 1TCDISP	\$176,087
SOW 5.10.6 - Transportation & Fleet Management Fixed Price Task Order 1TCTRNS	\$281,024
SOW 5.10.7 - Receiving Fixed Price Task Orders 1TCRECV	\$159,600
SOW 5.10.8 - Real Property Fixed Price Task Order 1TCRPRO	\$141,417
SOW 5.11 - Buildings & Grounds Fixed Price Task Order 1TCBGaJ	\$404,471
SOW 5.12 - Radios & Paging Fixed Price Task Order 1TCRADO	\$323,718
Total FP Task Orders	\$8,758,309

NOTE: The number of the task order is subject to change.

B.7.1 FIXED PRICE TASK ORDER SCHEDULE OF PRICES

The Government reserves the right to award the task orders listed below in years 2 and 3, as bid. Pricing of all FP IDIQ orders shall be in accordance with the negotiated rates in clause B.10 Fully Burdened Rate Table For Pricing Fixed Price Task/Delivery Orders.

CONTRACT BASE YEAR 2 – (May 1, 2012 – April 30, 2013)

Supplies/Services	Price
SOW Section 2.1 - Contractor Management Fixed Price Task Order 1TAMGMT	\$2,195,397
SOW Section 2.2 - Business Processes Fixed Price Task Order 1TABPRO	\$1,579,471
SOW Section 4.0 - Emergency Services Fixed Price Task Order 1TAEMER	\$3,179,224
SOW 5.10.2 - Mail Services Fixed Price Task Order 1TCMAIL	\$88,980
SOW 5.10.3 - Supply Management Fixed Price Task Order 1TCSUPL	\$272,759
SOW 5.10.4 - Equipment Management Fixed Price Task Order 1TCEQUP	\$193,667
SOW 5.10.5 - Disposal Fixed Price Task Order 1TCDISP	\$181,127
SOW 5.10.6 - Transportation & Fleet Management Fixed Price Task Order 1TCTRNS	\$289,057
SOW 5.10.7 - Receiving Fixed Price Task Orders 1TCRECV	\$164,125
SOW 5.10.8 - Real Property Fixed Price Task Order 1TCRPRO	\$145,439
SOW 5.11 - Buildings & Grounds Fixed Price Task Order 1TCBGaJ	\$416,167
SOW 5.12 - Radios & Paging Fixed Price Task Order 1TCRADO	\$332,934
Total FP Task Orders	\$9,038,348

NOTE: The number of the task order is subject to change.

CONTRACT BASE YEAR 3 – (May 1, 2013 – April 30, 2014)

Supplies/Services	Price
SOW Section 2.1 - Contractor Management Fixed Price Task Order 1TAMGMT	\$2,258,248
SOW Section 2.2 - Business Processes Fixed Price Task Order 1TABPRO	\$1,718,025
SOW Section 4.0 - Emergency Services Fixed Price Task Order 1TAEMER	\$3,270,196
SOW 5.10.2 - Mail Services Fixed Price Task Order 1TCMAIL	\$91,551
SOW 5.10.3 - Supply Management Fixed Price Task Order 1TCSUPL	\$280,603
SOW 5.10.4 - Equipment Management Fixed Price Task Order 1TCEQUP	\$199,202
SOW 5.10.5 - Disposal Fixed Price Task Order 1TCDISP	\$186,305
SOW 5.10.6 - Transportation & Fleet Management Fixed Price Task Order 1TCTRNS	\$297,307
SOW 5.10.7 - Receiving Fixed Price Task Orders 1TCRECV	\$168,843
SOW 5.10.8 - Real Property Fixed Price Task Order 1TCRPRO	\$149,596
SOW 5.11 - Buildings & Grounds Fixed Price Task Order 1TCBGaJ	\$428,129
SOW 5.12 - Radios & Paging Fixed Price Task Order 1TCRADO	\$342,479
Total FP Task Orders	\$9,390,484

NOTE: The number of the task order is subject to change.

(End of clause)

B.8 MINIMUM/MAXIMUM IDIQ POTENTIAL CONTRACT VALUE (Applicable to cost reimbursement and fixed price task/delivery orders)

(a) The maximum value (not to exceed (NTE) that can be ordered under the IDIQ provisions of this contract on a per contract year basis is **\$100,000,000**. This NTE amount includes both FFP and CR task/delivery orders. The maximum NTE amount is an estimate and does not reflect an obligation of the Government. The Government’s obligation hereunder shall be based on the value specified in the task/delivery orders issued during the period of the contract.

(b) The guaranteed minimum quantity of work initiated through the issuance of

task/delivery orders, shall be **\$500,000**. This amount includes both cost, fee and fixed price cost elements. There will be no further obligation on the part of the Government to issue additional task/delivery orders thereafter. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable adjustment to any contract price, estimated cost or fee.

- (c) The total maximum value is established in B.5, Estimated Cost and Fee, of this contract.

(End of clause)

B.9 FULLY BURDENED RATE TABLE FOR PRICING COST REIMBURSABLE (CR) TASK/DELIVERY ORDERS (Applicable only to cost reimbursement)

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of CR IDIQ Task/Delivery Orders in accordance with clause H.3 “Task Ordering Procedure.” The bottom of the table allows indirect rates to be applied to any non-labor resources other than those listed in Section H.27, “Contractor Purchasing”, as required by task/delivery order, if applicable.

Pricing of all CR IDIQ task/delivery orders shall be in accordance with the negotiated rates set forth below. Under no circumstances shall the rates used to price out CR task/delivery orders exceed the agreed upon rates in the Fully Burdened Rate Table shown below.

These following labor, indirect, and fee rates shall be used in establishment of the estimated cost of individual CR task/delivery orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. Apart from the limitations in clause H.27, “Contractor Purchasing”, the indirect rates are those rates that may be applied to non-labor resources such as travel. The Fee Rate is the maximum fee rate which may be proposed or negotiated for individual CR task/delivery orders during contract performance.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

FULLY BURDENED RATE TABLE			3 Year Base Period			Option 1	Option 2
Item #	Labor Category	Unit	Contract Year 1 Rates	Contract Year 2 Rates	Contract Year 3 Rates	Contract Year 4 Rates	Contract Year 5 Rates
			5/1/2011 - 4/30/2012	5/1/2012 – 4/30/2013	5/1/2013 – 4/30/2014	5/1/2014 – 4/30/2015	5/1/2015- 4/30/2016
1	Program Manager	Hour	\$140.82	\$143.40	\$146.78	\$150.94	\$155.93
2	Manager	Hour	\$97.63	\$99.38	\$101.74	\$104.65	\$108.12

3	Supervisor	Hour	\$71.55	\$72.82	\$74.54	\$76.65	\$79.19
4	Scientist 1	Hour	\$43.72	\$44.50	\$45.55	\$46.85	\$48.39
5	Scientist 2	Hour	\$53.66	\$54.61	\$55.89	\$57.49	\$59.39
6	Scientist 3	Hour	\$59.22	\$60.27	\$61.69	\$63.45	\$65.54
7	Scientist 4	Hour	\$70.84	\$72.09	\$73.79	\$75.89	\$78.39
8	Senior Scientist Specialist	Hour	\$77.43	\$78.79	\$80.66	\$82.94	\$85.69
9	Engineer 1	Hour	\$38.52	\$39.21	\$40.13	\$41.27	\$42.63
10	Engineer 2	Hour	\$48.31	\$49.17	\$50.33	\$51.76	\$53.47
11	Engineer 3	Hour	\$60.18	\$61.24	\$62.69	\$64.48	\$66.61
12	Engineer 4	Hour	\$67.35	\$68.53	\$70.15	\$72.15	\$74.53
13	Senior Engineer Specialist	Hour	\$83.78	\$85.27	\$87.28	\$89.75	\$92.73
14	IT 1	Hour	\$45.27	\$46.08	\$47.16	\$48.51	\$50.11
15	IT 2	Hour	\$58.31	\$59.34	\$60.74	\$62.46	\$64.53
16	IT 3	Hour	\$71.16	\$72.42	\$74.13	\$76.23	\$78.76
17	IT 4	Hour	\$74.32	\$75.64	\$77.42	\$79.63	\$82.25
18	Technician 1	Hour	\$31.93	\$32.82	\$33.76	\$34.72	\$35.69
19	Technician 2	Hour	\$40.41	\$41.54	\$42.72	\$43.94	\$45.17
20	Technician 3	Hour	\$43.12	\$44.32	\$45.59	\$46.88	\$48.20
21	Technician Specialist	Hour	\$46.83	\$48.12	\$49.50	\$50.91	\$52.33
22	Business Specialist 1	Hour	\$35.06	\$35.68	\$36.53	\$37.57	\$38.81
23	Business Specialist 2	Hour	\$44.02	\$44.80	\$45.86	\$47.16	\$48.71
24	Business Specialist 3	Hour	\$51.24	\$52.15	\$53.38	\$54.90	\$56.72
25	Administration Specialist 1	Hour	\$24.3407	\$25.0124 74	\$25.7245	\$26.4617	\$27.2026 94
26	Administration Specialist 2	Hour	\$29.65	\$30.48	\$31.34	\$32.23	\$33.14
27	Administration Specialist 3	Hour	\$45.57	\$46.83	\$48.18	\$49.54	\$50.93
28	Quality Assurance Specialist I	Hour	\$32.80	\$33.71	\$34.67	\$35.66	\$36.65
29	Quality Assurance Specialist II	Hour	\$51.92	\$53.36	\$54.88	\$56.44	\$58.02
30	Product Assurance Manager	Hour	\$97.43	\$99.16	\$101.50	\$104.38	\$107.83
31	Safety Manager	Hour	\$97.43	\$99.16	\$101.50	\$104.38	\$107.83
32	Safety Engineer	Hour	\$77.60	\$78.97	\$80.84	\$83.13	\$85.88
33	Quality Engineer I	Hour	\$58.00	\$59.02	\$60.42	\$62.13	\$64.19
34	Quality Engineer II	Hour	\$69.74	\$70.97	\$72.65	\$74.71	\$77.18
35	Fire Chief	Hour	\$62.87	\$64.03	\$65.53	\$67.39	\$69.61
36	Deputy Fire Chief	Hour	\$48.82	\$49.71	\$50.89	\$52.33	\$54.06
37	Fire Prevention Officer	Hour	\$55.85	\$56.88	\$58.21	\$59.87	\$61.85
38	Firefighter/EMT	Hour	\$33.9424 04	\$34.7924 69	\$35.6525 39	\$36.5526 12	\$37.4626 85
39	EMS Officer	Hour	\$33.8226 93	\$34.6727 70	\$35.5428 49	\$36.4229 30	\$37.3330 12
40	Custodial/Service Worker	Hour	\$21.23	\$21.84	\$22.46	\$23.10	\$23.74
41	Indirect Cost Rate applied to Non-Labor Resources if required by a Task Order		2.71%	2.69%	2.70%	2.71%	2.70%
42	NTE Fee Rate		8.00%	8.00%	8.00%	8.00%	8.00%

(End of clause)

B.9.1 FULLY BURDENED OVERTIME RATE TABLE FOR PRICING COST REIMBURSABLE TASK/DELIVERY ORDERS (Applicable only to cost reimbursement)

The purpose of this clause is to set forth the overtime rates to be utilized in the subsequent negotiation of CR IDIQ Task/Delivery Orders in accordance with clause H.3 “Task Ordering Procedure.” The bottom of the table allows indirect rates to be applied to any non-labor resources other than those listed in Section H.27, “Contractor Purchasing”, as required by task/delivery order, if applicable.

Pricing of all CR IDIQ task/delivery orders shall be in accordance with the negotiated rates set forth below. Under no circumstances shall the rates used to price out CR task/delivery orders exceed the agreed upon rates in the Overtime Fully burdened Rate Table shown below. The rates in this table shall only be used in the pricing of CR IDIQ task/delivery orders once overtime hours are exercised. Overtime is only applicable to non-exempt employees.

These following labor, indirect, and fee rates shall be used in establishment of the estimated cost of individual CR task/delivery orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. Apart from the limitations in clause H.27, “Contractor Purchasing”, the indirect rates are those rates that may be applied to non-labor resources such as travel. The Fee Rate is the maximum fee rate which may be proposed or negotiated for individual CR task/delivery orders during contract performance.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

OVERTIME FULLY BURDENED RATE TABLE			3 Year Base Period			Option 1	Option 2
Item #	Labor Category	Unit	Contract Year 1 Rates	Contract Year 2 Rates	Contract Year 3 Rates	Contract Year 4 Rates	Contract Year 5 Rates
			5/1/2011 - 4/30/2012	5/1/2012 – 4/30/2013	5/1/2013 – 4/30/2014	5/1/2014 – 4/30/2015	5/1/2015- 4/30/2016
1	Program Manager	Hour	\$140.82	\$143.40	\$146.78	\$150.94	\$155.93
2	Manager	Hour	\$97.63	\$99.38	\$101.74	\$104.65	\$108.12
3	Supervisor	Hour	\$71.55	\$72.82	\$74.54	\$76.65	\$79.19
4	Scientist 1	Hour	\$43.72	\$44.50	\$45.55	\$46.85	\$48.39
5	Scientist 2	Hour	\$53.66	\$54.61	\$55.89	\$57.49	\$59.39
6	Scientist 3	Hour	\$59.22	\$60.27	\$61.69	\$63.45	\$65.54
7	Scientist 4	Hour	\$70.84	\$72.09	\$73.79	\$75.89	\$78.39
8	Senior Scientist Specialist	Hour	\$77.43	\$78.79	\$80.66	\$82.94	\$85.69
9	Engineer 1	Hour	\$38.52	\$39.21	\$40.13	\$41.27	\$42.63
10	Engineer 2	Hour	\$48.31	\$49.17	\$50.33	\$51.76	\$53.47
11	Engineer 3	Hour	\$60.18	\$61.24	\$62.69	\$64.48	\$66.61
12	Engineer 4	Hour	\$67.35	\$68.53	\$70.15	\$72.15	\$74.53
13	Senior Engineer Specialist	Hour	\$83.78	\$85.27	\$87.28	\$89.75	\$92.73
14	IT 1	Hour	\$45.27	\$46.08	\$47.16	\$48.51	\$50.11
15	IT 2	Hour	\$58.31	\$59.34	\$60.74	\$62.46	\$64.53
16	IT 3	Hour	\$71.16	\$72.42	\$74.13	\$76.23	\$78.76
17	IT 4	Hour	\$74.32	\$75.64	\$77.42	\$79.63	\$82.25
18	Technician 1	Hour	\$47.90	\$49.23	\$50.64	\$52.08	\$53.54

19	Technician 2	Hour	\$60.62	\$62.31	\$64.08	\$65.91	\$67.76
20	Technician 3	Hour	\$64.68	\$66.48	\$68.39	\$70.32	\$72.30
21	Technician Specialist	Hour	\$70.25	\$72.18	\$74.25	\$76.37	\$78.50
22	Business Specialist 1	Hour	\$35.06	\$35.68	\$36.53	\$37.57	\$38.81
23	Business Specialist 2	Hour	\$44.02	\$44.80	\$45.86	\$47.16	\$48.71
24	Business Specialist 3	Hour	\$51.24	\$52.15	\$53.38	\$54.90	\$56.72
25	Administration Specialist 1	Hour	\$36.5144	\$37.5244	\$38.5818	\$39.6926	\$40.8037
26	Administration Specialist 2	Hour	\$44.48	\$45.72	\$47.01	\$48.35	\$49.71
27	Administration Specialist 3	Hour	\$68.36	\$70.25	\$72.27	\$74.31	\$76.40
28	Quality Assurance Specialist I	Hour	\$49.20	\$50.57	\$52.01	\$53.49	\$54.98
29	Quality Assurance Specialist II	Hour	\$77.88	\$80.04	\$82.32	\$84.66	\$87.03
30	Product Assurance Manager	Hour	\$97.43	\$99.16	\$101.50	\$104.38	\$107.83
31	Safety Manager	Hour	\$97.43	\$99.16	\$101.50	\$104.38	\$107.83
32	Safety Engineer	Hour	\$77.60	\$78.97	\$80.84	\$83.13	\$85.88
33	Quality Engineer I	Hour	\$58.00	\$59.02	\$60.42	\$62.13	\$64.19
34	Quality Engineer II	Hour	\$69.74	\$70.97	\$72.65	\$74.71	\$77.18
35	Fire Chief	Hour	\$62.87	\$64.03	\$65.53	\$67.39	\$69.61
36	Deputy Fire Chief	Hour	\$48.82	\$49.71	\$50.89	\$52.33	\$54.06
37	Fire Prevention Officer	Hour	\$55.85	\$56.88	\$58.21	\$59.87	\$61.85
38	Firefighter/EMT	Hour	\$50.9136 ₀₂	\$52.1817 ₀₄	\$53.4838 ₀₉	\$54.8239 ₁₈	\$56.1940 ₂₈
39	EMS Officer	Hour	\$50.7340 ₄₀	\$52.0041 ₅₅	\$53.3042 ₇₄	\$54.6443 ₉₅	\$56.0045 ₁₈
40	Custodial/Service Worker	Hour	\$31.85	\$32.76	\$33.69	\$34.65	\$35.61
41	Indirect Cost Rate applied to Non-Labor Resources if required by a Task Order		2.71%	2.69%	2.70%	2.71%	2.70%
42	NTE Fee Rate		8.00%	8.00%	8.00%	8.00%	8.00%

(End of clause)

B.10 FULLY BURDENED RATE TABLE FOR PRICING FIXED PRICE TASK/DELIVERY ORDERS

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of FP IDIQ Task/Delivery Orders in accordance with clause H.3 “Task Ordering Procedure.” The Contractor shall utilize the rates contained herein to determine the fixed price for each IDIQ Task/Delivery Order. All labor rates are composite Contractor team fully burdened, exclusive of profit. The bottom of the table allows indirect rates to be applied to any non-labor resources other than those listed in Section H.27, Contractor Purchasing, as required by task/delivery order, if applicable.

Pricing of all FP IDIQ task/delivery orders shall be in accordance with the negotiated rates set forth below. Under no circumstances shall the rates used to price out FP task/delivery orders exceed the agreed upon rates in the Fully Burdened Rate Table shown below.

These following labor, indirect, and profit rates shall be used in establishment of

the price of individual FFP task/delivery orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime profit. Apart from the limitations in clause H.27, Contractor Purchasing, the indirect rates are those rates that may be applied to non-labor resources such as travel. The Profit Rate is the maximum Profit rate which may be proposed or negotiated for individual FFP task/delivery orders during contract performance.

The parties agree that the fully burdened labor rates established below shall not be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

FULLY BURDENED RATE TABLE			3 Year Base Period			Option 1	Option 2
Item #	Labor Category	Unit	Contract Year 1 Rates	Contract Year 2 Rates	Contract Year 3 Rates	Contract Year 4 Rates	Contract Year 5 Rates
			5/1/2011 - 4/30/2012	5/1/2012 – 4/30/2013	5/1/2013 – 4/30/2014	5/1/2014 – 4/30/2015	5/1/2015- 4/30/2016
1	Program Manager	Hour	\$140.82	\$144.82	\$148.94	\$153.18	\$157.47
2	Manager	Hour	\$105.45	\$108.44	\$111.54	\$114.71	\$117.92
3	Supervisor	Hour	\$71.27	\$73.29	\$75.38	\$77.52	\$79.70
4	Scientist 1	Hour	\$43.55	\$44.79	\$46.06	\$47.37	\$48.71
5	Scientist 2	Hour	\$53.44	\$54.96	\$56.54	\$58.14	\$59.77
6	Scientist 3	Hour	\$58.98	\$60.66	\$62.39	\$64.16	\$65.97
7	Scientist 4	Hour	\$70.56	\$72.56	\$74.63	\$76.74	\$78.90
8	Senior Scientist Specialist	Hour	\$77.12	\$79.31	\$81.57	\$83.89	\$86.24
9	Engineer 1	Hour	\$38.37	\$39.46	\$40.59	\$41.74	\$42.91
10	Engineer 2	Hour	\$48.12	\$49.49	\$50.90	\$52.34	\$53.81
11	Engineer 3	Hour	\$59.94	\$61.65	\$63.41	\$65.21	\$67.04
12	Engineer 4	Hour	\$67.08	\$68.98	\$70.95	\$72.96	\$75.01
13	Senior Engineer Specialist	Hour	\$83.45	\$85.82	\$88.27	\$90.78	\$93.32
14	IT 1	Hour	\$45.09	\$46.38	\$47.71	\$49.06	\$50.43
15	IT 2	Hour	\$58.08	\$59.72	\$61.43	\$63.18	\$64.94
16	IT 3	Hour	\$70.88	\$72.89	\$74.97	\$77.11	\$79.26
17	IT 4	Hour	\$74.03	\$76.14	\$78.31	\$80.53	\$82.79
18	Technician 1	Hour	\$31.81	\$32.71	\$33.65	\$34.60	\$35.57
19	Technician 2	Hour	\$40.25	\$41.40	\$42.58	\$43.79	\$45.02
20	Technician 3	Hour	\$42.95	\$44.17	\$45.44	\$46.72	\$48.04
21	Technician Specialist	Hour	\$46.65	\$47.96	\$49.34	\$50.74	\$52.15
22	Business Specialist 1	Hour	\$34.92	\$35.92	\$36.95	\$38.00	\$39.06
23	Business Specialist 2	Hour	\$43.85	\$45.09	\$46.37	\$47.69	\$49.03
24	Business Specialist 3	Hour	\$51.04	\$52.49	\$53.99	\$55.52	\$57.08
25	Administration Specialist 1	Hour	\$24.372398	\$25.052466	\$25.7736	\$26.5108	\$27.252682
26	Administration Specialist 2	Hour	\$29.53	\$30.38	\$31.24	\$32.12	\$33.03
27	Administration Specialist 3	Hour	\$45.39	\$46.67	\$48.02	\$49.37	\$50.76
28	Quality Assurance Specialist I	Hour	\$32.67	\$33.59	\$34.56	\$35.54	\$36.53
29	Quality Assurance Specialist II	Hour	\$51.71	\$53.18	\$54.69	\$56.25	\$57.82
30	Product Assurance Manager	Hour	\$97.05	\$99.80	\$102.66	\$105.57	\$108.53

31	Safety Manager	Hour	\$97.05	\$99.80	\$102.66	\$105.57	\$108.53
32	Safety Engineer	Hour	\$77.29	\$79.49	\$81.76	\$84.08	\$86.44
33	Quality Engineer I	Hour	\$57.77	\$59.41	\$61.10	\$62.84	\$64.60
34	Quality Engineer II	Hour	\$69.46	\$71.44	\$73.47	\$75.57	\$77.68
35	Fire Chief	Hour	\$62.87	\$64.65	\$66.50	\$68.39	\$70.31
36	Deputy Fire Chief	Hour	\$48.82	\$50.20	\$51.64	\$53.10	\$54.59
37	Fire Prevention Officer	Hour	\$55.85	\$57.43	\$59.08	\$60.76	\$62.46
38	Firefighter/EMT	Hour	\$33.9425 ⁷⁹	\$34.7926 ⁵¹	\$35.6527 ²⁷	\$36.5528 ⁰⁴	\$37.4628 ⁸³
39	EMS Officer	Hour	\$33.8226 ⁹³	\$34.6727 ⁷⁰	\$35.5428 ⁴⁹	\$36.4229 ³⁰	\$37.3330 ¹²
40	Custodial/Service Worker	Hour	\$21.23	\$21.84	\$22.46	\$23.10	\$23.74
41	Indirect Cost Rate applied to Non-Labor Resources if required by a Task/Delivery Order		2.71%	2.69%	2.70%	2.71%	2.70%
42	NTE Profit Rate		9.00%	9.00%	9.00%	9.00%	9.00%

(End of clause)

B.10.1 FULLY BURDENED OVERTIME RATE TABLE FOR PRICING FIXED PRICE TASK/DELIVERY ORDERS

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of FP IDIQ Task/Delivery Orders in accordance with clause H.3 “Task Ordering Procedure.” The Contractor shall utilize the rates contained herein to determine the fixed price for each IDIQ Task/Delivery Order. All labor rates are composite Contractor team fully burdened, exclusive of profit. The bottom of the table allows indirect rates to be applied to any non-labor resources other than those listed in Section H.27, Contractor Purchasing, as required by task/delivery order, if applicable.

Pricing of all FP IDIQ task/delivery orders shall be in accordance with the negotiated rates set forth below. Under no circumstances shall the rates used to price out FP task/delivery orders exceed the agreed upon rates in the Fully Burdened Overtime Rate Table shown below. The rates in this table shall only be used in the pricing of all IDIQ task/delivery orders once overtime hours are exercised. Overtime is only applicable to non-exempt employees.

These following labor, indirect, and profit rates shall be used in establishment of the price of individual FFP task/delivery orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime Profit. Apart from the limitations in clause H.27, Contractor Purchasing, the indirect rates are those rates that may be applied to non-labor resources such as travel. The Profit Rate is the maximum Profit rate which may be proposed or negotiated for individual FFP task/delivery orders during contract performance.

The parties agree that the fully burdened labor rates established below shall not

be subject to any equitable adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

Fully Burdened Overtime Rate Table			3 Year Base Period			Option 1	Option 2
Item #	Labor Category	Unit	Contract Year 1 Rates	Contract Year 2 Rates	Contract Year 3 Rates	Contract Year 4 Rates	Contract Year 5 Rates
			5/1/2011 - 4/30/2012	5/1/2012 – 4/30/2013	5/1/2013 – 4/30/2014	5/1/2014 – 4/30/2015	5/1/2015- 4/30/2016
1	Program Manager	Hour	\$140.82	\$144.82	\$148.94	\$153.18	\$157.47
2	Manager	Hour	\$105.45	\$108.44	\$111.54	\$114.71	\$117.92
3	Supervisor	Hour	\$71.27	\$73.29	\$75.38	\$77.52	\$79.70
4	Scientist 1	Hour	\$43.55	\$44.79	\$46.06	\$47.37	\$48.71
5	Scientist 2	Hour	\$53.44	\$54.96	\$56.54	\$58.14	\$59.77
6	Scientist 3	Hour	\$58.98	\$60.66	\$62.39	\$64.16	\$65.97
7	Scientist 4	Hour	\$70.56	\$72.56	\$74.63	\$76.74	\$78.90
8	Senior Scientist Specialist	Hour	\$77.12	\$79.31	\$81.57	\$83.89	\$86.24
9	Engineer 1	Hour	\$38.37	\$39.46	\$40.59	\$41.74	\$42.91
10	Engineer 2	Hour	\$48.12	\$49.49	\$50.90	\$52.34	\$53.81
11	Engineer 3	Hour	\$59.94	\$61.65	\$63.41	\$65.21	\$67.04
12	Engineer 4	Hour	\$67.08	\$68.98	\$70.95	\$72.96	\$75.01
13	Senior Engineer Specialist	Hour	\$83.45	\$85.82	\$88.27	\$90.78	\$93.32
14	IT 1	Hour	\$45.09	\$46.38	\$47.71	\$49.06	\$50.43
15	IT 2	Hour	\$58.08	\$59.72	\$61.43	\$63.18	\$64.94
16	IT 3	Hour	\$70.88	\$72.89	\$74.97	\$77.11	\$79.26
17	IT 4	Hour	\$74.03	\$76.14	\$78.31	\$80.53	\$82.79
18	Technician 1	Hour	\$47.72	\$49.07	\$50.48	\$51.90	\$53.36
19	Technician 2	Hour	\$60.38	\$62.10	\$63.87	\$65.69	\$67.53
20	Technician 3	Hour	\$64.43	\$66.26	\$68.16	\$70.08	\$72.06
21	Technician Specialist	Hour	\$69.98	\$71.94	\$74.01	\$76.11	\$78.23
22	Business Specialist 1	Hour	\$34.92	\$35.92	\$36.95	\$38.00	\$39.06
23	Business Specialist 2	Hour	\$43.85	\$45.09	\$46.37	\$47.69	\$49.03
24	Business Specialist 3	Hour	\$51.04	\$52.49	\$53.99	\$55.52	\$57.08
25	Administration Specialist 1	Hour	\$36.5635- 97	\$37.5836- 99	\$38.6604	\$39.7742	\$40.8823
26	Administration Specialist 2	Hour	\$44.30	\$45.57	\$46.86	\$48.18	\$49.55
27	Administration Specialist 3	Hour	\$68.09	\$70.01	\$72.03	\$74.06	\$76.14
28	Quality Assurance Specialist I	Hour	\$49.01	\$50.39	\$51.84	\$53.31	\$54.80
29	Quality Assurance Specialist II	Hour	\$77.57	\$79.77	\$82.04	\$84.38	\$86.73
30	Product Assurance Manager	Hour	\$97.05	\$99.80	\$102.66	\$105.57	\$108.53
31	Safety Manager	Hour	\$97.05	\$99.80	\$102.66	\$105.57	\$108.53
32	Safety Engineer	Hour	\$77.29	\$79.49	\$81.76	\$84.08	\$86.44
33	Quality Engineer I	Hour	\$57.77	\$59.41	\$61.10	\$62.84	\$64.60
34	Quality Engineer II	Hour	\$69.46	\$71.44	\$73.47	\$75.57	\$77.68
35	Fire Chief	Hour	\$62.87	\$64.65	\$66.50	\$68.39	\$70.31
36	Deputy Fire Chief	Hour	\$48.82	\$50.20	\$51.64	\$53.10	\$54.59
37	Fire Prevention Officer	Hour	\$55.85	\$57.43	\$59.08	\$60.76	\$62.46
38	Firefighter/EMT	Hour	\$50.9138- 69	\$52.1839- 77	\$53.4840- 91	\$54.8242- 06	\$56.1943- 25
39	EMS Officer	Hour	\$50.7340- 40	\$52.0041- 55	\$55.3042- 74	\$54.6443- 95	\$56.0045- 18
40	Custodial/Service Worker	Hour	\$31.85	\$32.76	\$33.69	\$34.65	\$35.61

41	Indirect Cost Rate applied to Non-Labor Resources if required by a Task/Delivery Order		2.71%	2.69%	2.70%	2.71%	2.70%
42	NTE Profit Rate		9.00%	9.00%	9.00%	9.00%	9.00%

(End of clause)

B.11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

- (a) Of the total contract price, the sum of ~~\$TBD500,000.00~~ \$2,803,509 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract, until the total price of said contract is allotted.
- (b) The Contractor agrees to perform or have performed work under this contract up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount of the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor for more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until ~~TBD April 30, 2011~~ July 22, 2011.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

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

- (a) The Contractor can earn fee from a minimum of **\$0** to the maximum stated in Clause B.5, Estimated Cost and Fee.
- (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 first evaluation period (AFP 1) will include evaluation of the Contractor's Phase-In effort. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations may 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 (Attachment J.1). 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 Shared Services Center (NSSC) Financial Management Division (FMD) will make payment based on the issuance of a unilateral modification by the 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 Performance Evaluation Plan (Attachment J.1). Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods. There shall be no adjustment to award fee pools from a previous period. An adjustment to award fee pools of not more than one award fee period prior to the current period will be allowed.
- (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.
 - (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.3.1 SUPPLEMENTAL VOUCHER/INVOICE INSTRUCTIONS

All vouchers/invoices submitted to the Contracting Officer shall clearly delineate the following (unless otherwise directed by the Contracting Officer):

- (1) The period of performance the invoice/voucher covers
- (2) Identify by Contractor WBS name and number of the work performed
- (3) As part of the voucher/invoice submittal to the Contracting Officer, the Contractor shall provide a recapitulation of invoices submitted.
- (4) Any other information as required by the Contracting Officer to clearly and effectively track each invoice/voucher

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.36 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS

(a) FAR 19.1202-4(a), Small Disadvantaged Business Participation Program Procedures, requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
541710	\$16,277,627 **	8%
Total		
*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce as being underrepresented in accordance with FAR 19.201(b)		
**Based on an assumed annual IDIQ workload of approximately \$31M		

(b) FAR 19.1202-4(b), Small Disadvantaged Business Participation Program Procedures, requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the identification of such subcontractors was evaluated as part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as follows:

Name of Concern(s): GeoControl Systems

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed if the replacement Contractor is not an SDB concern.

(c) If the prime Offeror is an SDB the target for the work it intends to perform as the prime Contractor is as follows:

*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
	N/A	

(End of clause)

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

for the

**NASA WSTF Test Evaluation and Support Team
(TEST) Contract**

Submitted by Jacobs Technology Inc.



J. Keith Beck
Jacobs TEST Team General Manager

4/21/11

Date



Irene Garcia
NASA TEST Contracting Officer

6.14.11

Date

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Performance Evaluation Plan, Attachment J-1

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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, and in Contractor-Proposed Innovations and Efficiencies as set forth in Section V, Innovations and Efficiencies Performance Incentive Fee (I&E PIF). The payment of any award fee is contingent upon compliance with contractual requirements and performance to the degree specified in Appendix 1. The payment of any I&E PIF is contingent upon compliance with the criteria specified in Section V.

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. In order to establish the award fee pool and the I&E PIF pool, eighty percent (80%) of the Contractor's proposed fee dollars shall be allocated to the award fee evaluation. The remaining 20% of the Contractor's proposed fee dollars shall be allocated to the I&E PIF.

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 and should address performance under the award fee portion and the I&E PIF portion.

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 5 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.

Evaluation Criteria	Weight
1. Performance and Compliance with Management And Technical Requirements	50 %
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.	
2. Safety Performance	15 %
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.	
3. Small Business Subcontracting Goal Performance	10 %
a. The Subcontracting Goals criterion includes evaluation of the Contractor's success in achieving or surpassing the subcontracting goals specified in the contract.	
4. Cost Performance	25 %
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.	

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 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.

V. INNOVATIONS AND EFFICIENCIES PERFORMANCE INCENTIVE FEE (I&E PIF)

A. Simultaneous with the 6-month award fee evaluations described above, the Contractor's performance under the I&E PIF shall be determined. Payment of any I&E PIF shall be based upon the Contractor's successful accomplishment of the innovation and efficiency performance items based on the criteria established for each performance item as proposed by the contractor and as set forth below. Note: in the following paragraphs the term "fee pool" means the fee pool established for the I&E PIF.

Innovations and Efficiencies Fee Pool Factors	Percentage
-----------------------------------------------	------------

1. Safety Program Initiatives	10%
--------------------------------------	------------

- a. 50% - Plan and/or execute at least one innovative program such as NTEC CSI or NTEC Hold'Em for each 6 month award fee period.
- b. 50% - Recognize 25% of the workforce every 6 months with a Sacagawea dollar, restaurant coupon, recognition lunch/dinner, or other safety incentive gift.

2. Energy Conservation	15%
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For the first fee period, the contractor can earn 15% of the available fee pool for successfully establishing a baseline and approach for meeting future reduction goals. All subsequent periods, the contractor can earn 15% of available fee pool for achieving a 1.5% reduction (or greater) in the fee period total KW hours used when compared to the same 6 month period in the previous year.

a. We propose a graduated scale for performance achieved less than the full 1.5% goal.

	% Goal	% Earned
i.	1.5	15
ii.	1.0	10
iii.	0.5	5
iv.	<0.5	0

3. Critical Skills Retention

10%

The contractor shall not allow single points of failure for any critical skills listed in the DRD-TEST-CM-09 Staffing and Critical Skills Plan. For the first fee period, the contractor can earn 10% of the available fee pool for successfully submitting the DRD and obtaining NASA approval in accordance with the DRD-TEST-CM-09. For all subsequent fee periods, the following table will show the amount of the fee pool received for maintaining these skills:

% of Critical Skills Maintained without Single Points of Failure*	% of fee pool earned
100	10
90-99	8
80-89	4
70-79	2
69 and Below	0

* Single Point of Failure is any critical skill for which there is no identified back-up with equivalent training, certifications, recent relevant experience, and operational capability.

4. Training Management

10%

The contractor shall propose to the Government innovative ways to train, cross-train and maintain a skilled workforce. For the first fee period, the contractor can earn 10% of the available fee pool for successfully obtaining Government approval on their training management plan per DRD-TEST-TR-01 (Training Plan and Report). For all subsequent fee periods, the contractor can earn 10% of the available fee pool for the successful implementation of their plan.

5. Attracting New Business

35%

The contractor shall develop an External Customers Plan (DRD-TEST-CM-05) to attract new government and commercial business to WSTF.

For the first fee period, the Contractor can earn 35% of the available fee pool upon completion and NASA approval of the External Customer Plan (ECP), and completion of all pre-tasks needed to implement the plan as detailed in the approved ECP (e.g. completion of the Facility Reimbursable Agreement (FRA)). The table below shows the amount of fee pool received for the second and subsequent fee periods for increasing "Returns to WSTF" against the goals established in the ECP.

Percent of Goal Established in ECP	% of fee pool earned
96-100	35
80-95	25
60-79	15
59 and below	0

6. Reserved for other Contractor Proposed Innovations and Efficiencies.

20%

1. PRIDE implementation 4% – Focused on improvement to the appearance of the WSTF facilities.
 - a. Period 1 – Submit and gain approval on implementation plan 4%
 - b. Period 2-10 – per plan
2. Technology Insertion/Facility Upgrade 4% – Introduce the Technology Deployment Team (TDT) to maintain focus on and leverage existing and evolving technologies from across our other NASA, DOD, and commercial O&M sites.
 - a. Period 1 – Select, charter and develop implementation plan 4%
 - b. Period 2 –10 per plan
3. Maintenance Improvement 4% – Expansion of a rigorous RCM/ECM program across the WSTF TEST
 - a. Period 1 – Conduct study of CMMS systems 4%
 - b. Period 2 –10 – Implement actions from study results
4. Chemical Inventory Automation 4% – Develop a multi-phased approach that will define, specify, and implement a barcode inventory system for chemical material inventory across WSTF.
 - a. Period 1 – Conduct study of bar code implement ability 4%
 - b. Period 2 – Implement actions from study results

5. Commitment of Corporate Innovations 1 –12 Dollars 4% – Jacobs is committed to meeting its promises with regards to the innovation dollars proposed. This metric measures the percentage spent compared to the plan.

<u>% Spent</u>	<u>% Awarded</u>
>90	4
80-89	3
70-79	2
60-69	1
<60	0

B. The percentage of the fee pool earned will be based on accomplishment of objective measures provided to the Contracting Officer for the performance item. The Contracting Officer in consultation with the Contracting Officer Technical Representative will then determine the fee earned. The Government reserves the right to unilaterally modify the individual percentages for each performance incentive item. The Contractor will be notified in advance of any changes prior to the commencement of the 6-month performance period.

C. Any corporate investments proposed by the contractor and used to implement these innovations shall not be charged back to the Government. All corporate investments shall be tracked using unique project accounts within the contractor's accounting system and no portion of these investments will be billed to the TEST contract or any other Government contract. As part of the Contractor's Self Evaluation submittal at the end of each Evaluation Period, the contractor shall include a report showing the total investments made during that period with a breakdown of the amount in each specific area.

APPENDIX 1 – EVALUATION DEFINITIONS

ADJECTIVE	DEFINITION	GRADE RANGE
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
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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	I&E PIF Available	I&E PIF Earned
BASIC CONTRACT (If Options 1 & 2 are not exercised):					
Period 1: May 1, 2011 - October 30, 2011 plus phase-in	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 2: November 1, 2011 – April 30, 2012	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 3: May 1, 2012 – October 30, 2012	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 4: November 1, 2012 – April 30, 2013	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 5: May 1, 2013 – October 30, 2013	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 6: November 1, 2013 – April 30, 2014	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Total Available Award Fee - Basic Contract	\$TBD	TBD	\$TBD	\$TBD	\$TBD
If OPTION 1 is exercised the evaluation periods will be as follows:					
Period 7: May 1, 2014 – October 30, 2014	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 8: November 1, 2014 – April 30, 2015	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Total Available Award Fee - Option 1	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Total Award Fee - Base & Option 1	\$TBD	TBD	\$TBD	\$TBD	\$TBD
If OPTION 2 is exercised the evaluation periods will be as follows:					
Period 9: May 1, 2015 – October 30, 2015	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Period 10: November 1, 2015 – April 30, 2016	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Total Available Award Fee - Option 2	\$TBD	TBD	\$TBD	\$TBD	\$TBD
Total Available Award Fee - Base, Option 1 & 2	\$TBD	TBD	\$TBD	\$TBD	\$TBD

JSC DATA REQUIREMENTS DESCRIPTION (DRD)
(Based on JSC-STD-123)

Reviewed By:

Chief, Cost Accounting, Reports, and Property Branch
Financial Management Division

Date

Concurred By:

Chief Financial Officer

Date

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No.
NF533 Cost and Data Reporting	05/25/2010	DRD-TEST-BP-04	NNJ10336472R Test Evaluation & Support Team
4. Use (Define need for, intended use of, and/or anticipated results of data)			5. Category (Check one)
Provide a basis for reporting and evaluating cost and expenditure in support of this contract. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.			<input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
6. References (Optional)		7. Interrelationships (e.g., with other DRDs)	
NPR 9501.2D, "Financial Management Reporting" NPR 9060.1, "Cost Accruals"		Management Review Report, DRD-TEST-CM-06	
8. Preparation Information (Include complete instructions for document preparation).			

The NASA Form 533 (NF533) reports provide data necessary for the following:

- a. Projecting costs and hours to ensure that dollar and labor resources realistically support project and program schedules.
- b. Evaluating contractors' actual cost and fee data in relation to negotiated contract value, estimated costs, and budget forecast data.
- c. Planning, monitoring, and controlling project and program resources.
- d. Accruing cost in NASA's accounting system, providing program and functional management information, and resulting in liabilities reflected on the financial statements

Cost is a financial measurement of resources used in accomplishing a specified purpose, such as performing a service, carrying out an activity, acquiring an asset, or completing a unit of work or project. NASA Procedural Requirements (NPR) 9501.2D entitled "NASA Contractor Financial Management Reporting," or its most current revision, identifies the cost reporting requirements for a contract.

The NF533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts. **Supplemental cost reports submitted in addition to the NF533 must be reconcilable to the NF533.**

The due dates for the NF533M reports are outlined in Chapter 3 of NPR 9501.2D, but have slightly changed for this DRD. The following is a summary of the NF533 due date requirements.

<u>NF533 Report</u>	<u>Due Date</u>
NF533M	Due date is the 10th of the month unless it falls on a weekend, then due date is the following Monday. Due not later than 10 working days following the close of the contractor's monthly accounting period or the 10th 12th calendar day of the month, whichever comes first. For NF533M delivered in the months of December, March, June, and September, the NF533M must reflect an estimate through the end of the calendar month, not the contractor month end.

The due dates reflect the date the NF533 reports are received by personnel on the distribution list, not the date the reports are generated or mailed by the contractor. It is critical that the NF533 reports are submitted in a timely manner to ensure adequate time for NASA to analyze and record the cost into the NASA accounting system.

Distribution:

1. LF6/Cost Accounting (1 electronic and ~~1 hard copy~~ with original signature)
2. BH/WSTF Contracting Officer (1 ~~hard media~~ copy with original signature)
3. LI/WSTF Budget/Program Analyst (1 electronic copy)
4. RA/COTR (1 ~~hard electronic copy~~, hard copy of selected supplemental reports)

NASA is required by law to maintain accrual accounting, which requires cost to be reported in the period in which benefits are received, without regard to time of payment. This contract shall reflect different methodologies for reporting costs on the NF533 document. This is due to the distinctly different types of work authorized/contract fee type earned. All costs shall be reported through the NF533, whether fixed price or cost reimbursable in nature. If required, subcontractor cost should be reported based on the same methodologies as the prime.

Cost Reporting

The accrual methodology for the Contract Work Breakdown Structures (WBS) shall be based on the actual costs incurred to date as the month reported, along with an estimate for the listed future periods (as shown in the Exhibits under Section 8). The sub-level requirement for reporting purposes will be to the 2nd, and 3rd and 4th level tiers. Examples of the various Exhibits are found under the "Supplemental" reference, further down in the DRD.

Costs for the NASA Programs (current and future) and External Customers shall be tracked and reported separately, by the NASA Accounting Code Structure. This reporting requirement is in order for NASA to comply with requirements of accurately and timely reporting of Program costs. These costs are to be reported in accordance with the requirements of NFS 1852.242-73, *NASA Contractor Financial Management Reporting* must be in suitable format and adequate detail to fulfill obligations placed on NASA.

An additional requirement for organizational reporting is necessary to support internal and external inquiries about functional performance.

Fixed Price IDIQ

Unless otherwise noted in any FP IDIQ TO, the accrual methodology for FP TO's shall be a simple straight-line accrual according to the total fixed price of the FP TO, divided ~~equally equitably~~ by the months over the period of performance. For example, a 3-year FP TO would report cost by dividing the total fixed price by ~~fifty-two weeks~~ and reporting cost for the first month based on a ~~thirty-six month~~ four-reportingweek reporting period, the second month on a four-week reporting period and the third month on a five-week reporting period for each quarter in the contractor's accounting year showing equal-equitable costs (1/36) in each month reported. In addition, reporting of equivalent persons (EPs) and hours will be required.

Cost Reimbursable IDIQ

The accrual methodology shall be based on actual cumulative costs incurred to date as of the month reported, along with an estimate for the listed future periods. This is more traditional "cost reimbursable" reporting. Additional direction may be found on the task order itself.

The information below, extracted from the NPR 9501.2D indicated the appropriate accrual methodologies for specific elements of cost.

Workload Reporting

The contractor shall provide a monthly report with workload performance metrics by WBS. The monthly report shall be due on the same date as the NF533, and shall reflect the same period of performance. Workload metrics shall be provided for each WBS, and shall be subtotaled at a level that is consistent with the cost reporting at the sub-WBS level. A sample format is attached for reference.

Cost Elements

Examples of accrual accounting for common cost elements reported on the NF533 follow:

<u>Cost Elements</u>	<u>Definitions</u>
<i>Labor</i>	Reported to NASA as hours are incurred.
<i>Equipment & Materials (commercial off the shelf)</i>	Generally reported to NASA when received and accepted by the contractor.
<i>Manufactured Equipment</i>	Defined as any equipment that is produced to specific requirements that make it useless to anyone else without rework. Cost should be reported to NASA as the equipment is being manufactured. The straight-line method for estimating accrued costs or the use of supplemental information obtained from the vendor are acceptable methods used to calculate the cost accrual amount.
<i>Leases</i>	Reported to NASA using a proration over the life of the lease.
<i>Travel</i>	Reported to NASA as costs are incurred.
<i>Subcontracts</i>	Actual and estimated costs reported by prime contractors shall include subcontractors' incurred costs for the same accounting period. Where subcontract costs are material, they should be separately identified on NF533 reports. The prime contractor shall include in the total cost of each subdivision of work the accrued cost (including fee, if any) of related subcontractor effort. Subcontractors should, therefore, be required to report cost to the prime contractor, using the accrual method of accounting. If the G&A and fee reported by a subcontractor are at the total subcontractor level, these costs must be allocated to specific subdivisions of work. Data submitted by the subcontractor should be structured similar to the prime contractor's NF533 to enable the prime contractor to properly report to NASA. For Fixed Price subcontracts with

a contract value greater than \$500,000, the prime contractor is required to document the methodology used to generate the sub-contractor costs reported and provide this information to the Contracting Officer and Center Deputy Chief Financial Officer (Finance).

Unfilled Orders

Reported as the difference between the cumulative cost incurred to date and amounts obligated to suppliers and subcontractors.

Fee

Should be accrued as earned using a consistent and auditable method to determine the amount. For example: an acceptable method would be to use historical data to determine the amount to accrue each month. Fee should be reported on the NF533 following the "Total Cost" line. Fee must be reported by the following categories: Base Fee, Fee Earned, Interim Fee, Provisional Fee, Potential Additional Fee, and Total Fee. If any of the above fee categories do not pertain, they should not be included in the NF533.

New Mexico Gross Receipts Tax

The Offeror is advised that the goods and/or services to be acquired through this solicitation may be subject to various taxes, including but not limited to, New Mexico Gross Receipts Tax (NMGRT). The NMGRT is unique to New Mexico and, unlike a sales tax, it is an excise tax imposed on the seller of certain goods and services in exchange for the privilege of doing business in New Mexico. It is the Offeror's responsibility to determine whether the State of New Mexico requires registration and whether the NMGRT is applicable to all or part of the task order/delivery order process. Additional NMGRT information can be found on the State of New Mexico website at http://www.tax.state.nm.us/trd_gues.htm#grt

Baseline 533

An initial NF533 report is required in the NF533Q format to be used as a baseline for the life of the contract (the NF533Q can be found in the **NASA Contractor Financial Management Reporting, NASA Procedural Requirements (NPR 9501.2D or latest revision)**). The initial (baseline) NF533Q report shall be submitted by the contractor within 30 days after authorization to proceed has been granted. The initial report shall reflect the original contract value detailed by negotiated reporting categories and shall be the original contract baseline plan. In addition to the initial (baseline) report, monthly NF533 reporting shall begin no later than 30 days after the incurrence of cost. The NF533Q will only be required to identify the baseline, and not required in subsequent months.

Column 7b (planned cost incurred/hours worked for the month) and 7d (cumulative planned cost incurred/hours worked) of the NF533M represent the negotiated baseline plan for the contract. There may not be a relationship between the estimates provided in columns 8 of the NF533M to columns 7b and 7d. Columns 7b and 7d represent the legally binding contract negotiated baseline plan plus all authorized changes.

Short and long-term cost estimates, which include all data entered in columns 8 and 9a on the NF533M report, shall be based on the most current and reliable information available. Data entered will not be simply a restatement of negotiated baseline values. Since the requirement for the NF533Q is waived, there must be an estimate for the consecutive three months.

Prior period cost adjustments should be reported in column 7a and 7c of NF533M as soon as identified with a footnote discussing the reasons for and amounts of the adjustments and time period the adjustment relates to, delineated by government fiscal year, if affecting more than one fiscal year.

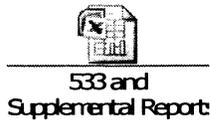
Monthly NF533 reporting is no longer required once the contract is physically complete, provided the final cost report includes actual cost only (no estimates or forecasts). The contractor must continue to submit monthly NF533 reports as long as estimates for the following period are included. If the final cost of a contract changes after the submission of the "final" contractor cost report, the contractor must submit a revised NF533 report in the month the cost change is recognized.

If Uncompensated overtime hours are worked these should be reported on NF533 reports as a separate line item or in the footnotes.

Supplemental

The reporting requirements outlined in this DRD shall include the following deliverables/Exhibits:

1. NF533M Roll up summary for the entire contract
2. Supplemental report showing summary breakout by CWBS
3. Supplemental report showing a detailed breakout by lower level CWBS
4. Supplemental report showing cost by task/delivery order
5. Supplemental report showing NASA accounting code structure within each task/delivery order
6. Supplemental report showing task/delivery orders within each NASA accounting code structures
7. Supplemental report showing summary roll up cost by CWBS for each contractor organization
8. Supplemental report showing workload metrics by WBS
9. Supplemental Contractor Cost Reporting (CCR) input format



The sample supplemental formats are examples 533 is a sample of the proposed structure and format of the NF533M for this contract, and are intended to closely, though not exactly, represent the final version.

Variance

The requirement on explanations for the 10% variance between estimate and actual can be found in NPR 9060.1, Cost Accruals, Section 1.2.10.1.1.e(1). Below is an excerpt:

Timeliness of receipt of the NF 533 reports and the accuracy of accruals shall be monitored each month. The Contractor Cost Reporting (CCR) Extension provides Analysis of Accrued Cost, CCR Timeliness, and CCR Adjustment Explanation Reports to assess the timeliness and accuracy of Center accruals and contractor estimates. CCR Administrators shall review Analysis of Accrued Cost Reports each month for those contracts which account for the majority (at least 85%) of the Center's total monthly cost accrued on contracts with contractor cost reports. **Where consistently excessive variances of +/- 10% occur, CCR Administrators shall request and review explanations of causes and corrective actions taken to improve the accuracy of contractors' accruals.**

Electronic NF533 Requirement

In addition to submitting the NF533M in a hardcopy format, the contractor, shall submit the NF533 electronically by the same due date as the hardcopy. The data shall be submitted via email using Microsoft Excel