

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 07	PAGE OF PAGES 1 / 4
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE OCT 21 1997	4. REQUISITION/PURCHASE REQ. NO. 440000013D (1F)		5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE GP24S	7. ADMINISTERED BY (If other than item 6) Sherri W. Stroud		CODE GP24S

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) LOCKHEED MARTIN ENGINEERING & SCIENCES COMPANY (LMESC) 2625 Bay Area Blvd Houston, TX 77058 C/O P.O. BOX 240006 HUNTSVILLE, AL 35824-6406 ATTN: F. BARNES	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-44000
		10B. DATED (SEE ITEM 13) 8-19-96
CODE 51017	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and returning ____ copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
- (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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) Award Fee for Service Contracts (1852.216-76)

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

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

	Negotiated Estimated Cost	Provisional Est Cost	Award Fee Earned	Potential Award Fee	Base Contract Value	Amount Allotted
Previous Amt	\$80,899,622	\$0	\$461,746	\$3,356,494	\$84,717,862	\$37,220,187.48
This Mod	-0-	-0-	\$603,408	(846,295)	(242,887)	\$ 0
New Total	\$80,899,622	\$0	\$1,065,154	\$2,510,199	\$84,474,975	\$37,220,187.48

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherri W. Stroud Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY: BY <u>SHERRI W. STROUD</u> (Signature of Contracting Officer)	16C. DATE SIGNED OCT 24 1997

The purpose of this modification is to provide award fee for the period March 1, 1997 through August 31, 1997.

The following paragraphs are deleted and replaced. Slip sheet pages to the contract are provided as Enclosure 1:

1. B.2 ESTIMATED COST AND AWARD FEE(1852.216-85)(SEP 1993)
2. B.4 AWARD FEE AND PAYMENTS OF FEES

SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED (1852.210-72)(DEC 1988**

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform and provide:

"Utilization and Mission Support" (UMS)

(End of clause)

B.2 ESTIMATED COST AND AWARD FEE(1852.216-85)(SEP 1993)

(a) The estimated cost of this contract is \$ 80,899,622.00

(b) The maximum available award fee is \$3,818,240.00. Total estimated cost and maximum award fee are \$84,717,862.00.

(c) Breakout of contract cost and fees is as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Total Contract Value</u>
8/19/96 - 8/31/97	\$28,733,501	\$1,382,586	(\$317,432)	\$29,798,655
9/01/97 - 8/31/98	\$27,970,846	\$1,345,902		\$29,316,748
9/01/98 - 8/18/99	\$24,195,275	\$1,164,297		\$25,359,572
Total	\$80,899,622	\$3,892,785	(\$317,432)	\$84,474,975

(c) Estimated cost and fees applicable to each option period are set forth below.

<u>Option No.</u>	<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Total Contract Value</u>
1	8/19/99 - 8/18/00	\$17,110,002	\$823,495		\$17,933,497
2	8/19/00 - 8/18/01	\$15,804,438	\$760,697		\$16,565,135

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (SEP 1993)

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

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with "MSFC CPAF Evaluation Plan for General Mission Services". 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 Contracting Officer will issue a unilateral modification to the contract that will recognize the award fee earned. The Contractor is not required to submit a separate voucher for earned award fee. The MSFC payment office will make payment based on the unilateral modification.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Article B.4 Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(e) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of Clause)

B.4 AWARD FEE AND PAYMENTS OF FEES

(a) Award Fee Evaluation

(1) The Contractor's performance hereunder shall be evaluated semiannually (or at intervals to be fixed by the Fee Determination Official) by the Performance Evaluation Board composed of individuals appointed by the MSFC Center Director. This Board, after evaluating Contractor performance, will report findings and recommendations to the Fee Determination Official. This Official will determine whether, and to what extent, the Contractor's performance for the preceding six months warrants payment of a prorata share of the potential award fee provided for in Section B.2 of this contract entitled "Estimated Cost and Award Fee."

(2) Evaluations by the Performance Evaluation Board shall be in accordance with "MSFC CPAF Evaluation Plan for General Mission Services".

(3) The Performance Evaluation Board report of findings shall be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the reasons for concluding that the award fee was or was not earned, so that the Contractor will know those areas of its operations which are exemplary of which require improvement. Fee Determinations by the Fee Determination Official shall not be subject to the "Disputes" clause of this contract and shall be final, except that nothing in this clause shall be construed as making final the decision of the Fee Determination Official on a matter involving a question of law.

(4) The award fee shall be subject to the limitations set forth in the "Limitation of Funds" clause of this contract.

(b) Payment of Fees

(1) This contract contains no base fee.

(2) Fifty percent (50%) of the potential award fee shall be provisionally paid to the Contractor in periodic installments based upon percentage of work completed as determined by the Contracting Officer. In the event that the actual award fee, as determined by the Fee Determination Official, is less than the provisional payment, the Contractor will either reimburse the difference or credit the next payment voucher for the amount of such overpayment.

(3) Award fee that is determined to be payable by the Fee Determination Official under this contract shall be in addition to the base fee, if any, and shall be payable upon notice of award to the Contractor from the Contracting Officer and submission of an invoice or public voucher by the Contractor.

(4) In the event this contract is terminated prior to a regularly scheduled semiannual award fee determination, the award fee to be paid the Contractor shall be an appropriate portion of the potential award fee, if any, as may be determined by the Fee Determination Official.

(5) The amount of award fee which has been awarded pursuant to this clause an the period to which said fee applies is set forth below.

<u>Award Fee Period</u>	<u>Amount</u>
August 19, 1996, through February 28, 1997	\$461,746.00
March 1, 1997, through August 31, 1997	\$603,408.00

(End of Clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52,222-93)(AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Period</u>
\$25,038	August 19, 1996 - August 18, 1997
\$27,476	August 19, 1997 - August 18, 1998
\$23,416	August 19, 1998 - August 18, 1999
\$19,281	August 19, 1999 - August 18, 2000 (Option 1)
\$15,504	August 19, 2000 - August 18, 2001 (Option 2)

(End of Clause)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$35,496,812.50. This allotment is for Utilization Mission Support and covers the following estimated period of performance: date of contract award through October 31, 1997.

(b) An additional amount of \$1,723,374.98 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$ 35,496,812.50	\$ 0	\$35,496,812.50
Earned Award Fee	\$ 461,746.00	\$ 603,408.00	\$ 1,065,154.00
Provisional Award Fee	\$ 1,261,628.98	(\$ 603,408.00)	\$ 658,220.98
Total Sum Allotted	\$ 37,220,187.48	\$ 0	\$37,220,187.48

(End of clause)