

Introduction to Contract Administration

Marshall Space Flight Center

Agenda

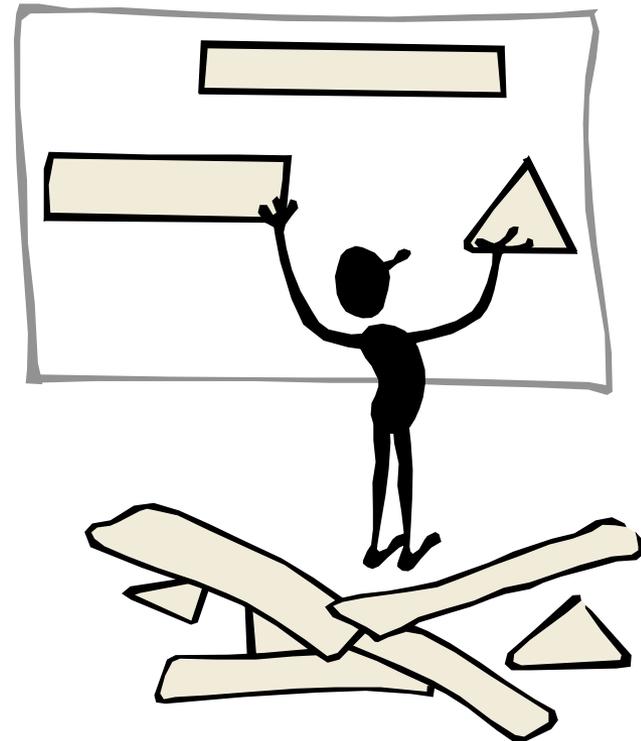
- Acquisition Vision and Process
- Contracts and other Award instruments
- Procurement Authority
- Rules, Regs, Procedures
- Procurement Organization
- CO and COTR
- Acquisition Planning/Requirements Definition
- Solicitations (Competitive)
- Contract Types/Fee & Profit
- Noncompetitive procurements
- Funding Limitations/Restrictions
- Contract Structure Details and Contract Administration Basics
- Contract Modifications
- Contract Surveillance, Acceptance, and Payment
- Subcontracts , Options
- Past Performance and Closeout
- METRO

The Vision of Federal Acquisition

- **The vision of the Federal Acquisition System**
 - **Deliver timely best value product or service to the customer while,**
 - **Maintaining the public's trust, and**
 - **Fulfilling public policy objectives**
- **The vision is achieved by**
 - **Satisfying the customer in terms of cost, quality, and timeliness of the delivered product or service**
 - **Maximizing use of commercial products and services**
 - **Using contractors with successful past performance or demonstrated current superior ability to perform**
 - **Promoting competition**
 - **Minimizing administrative operating costs**
 - **Conducting business with integrity, fairness, and openness**
 - **Fulfilling public policy objectives**

Acquisition Process

- **Acquisition Planning**
 - Requirements Definition
 - Market Research
 - Requirements Documents
 - Acquisition Plan
- **Acquisition Execution**
 - Solicitation
 - Proposal Evaluation/Negotiation
 - Source Selection
 - Award
- **Acquisition Performance**
 - Post-Award Orientation Meeting
 - Contractor System Surveillance/Compliance
 - Performance Assessment
 - Modifications
 - Completion/Acceptance
 - Contract Closeout



The Acquisition Process

Planning

- Requirements Definition
- Market Research
- Requirements Documents
- Acquisition Plan

- From a few days to a few years
- Has the greatest impact on the success of the acquisition

Execution

- Solicitation
- Proposal
- Evaluation/Negotiation
- Source Selection
- Award

- From a few hours to 365+ days
- Typically greater visibility than the other phases

Performance

- Performance Monitoring and Assessment
- Modifications / Changes
- Completion/Acceptance
- Contract Closeout

- From a few days to a several years
- Often the most difficult of the three phases
- Overcoming mistakes made in preceding phases
- Nurturing the contract to successful completion

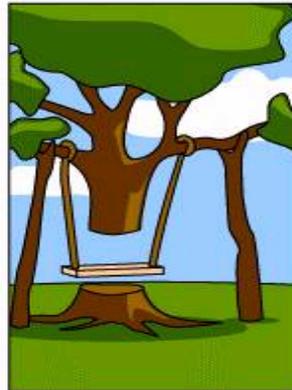
Planning the Acquisition



How the customer explained it



How the Project Leader understood it



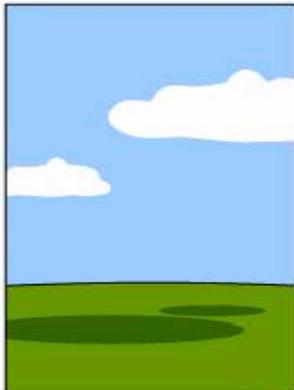
How the Analyst designed it



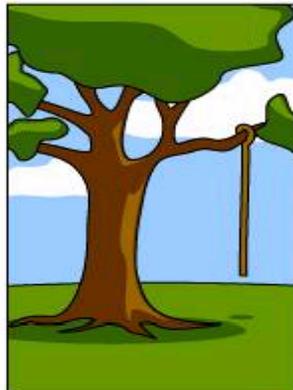
How the Programmer wrote it



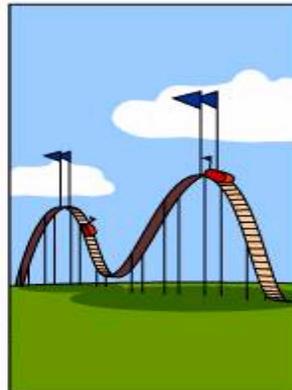
How the Business Consultant described it



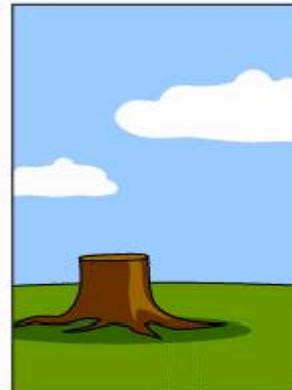
How the project was documented



What operations installed



How the customer was billed



How it was supported



What the customer really needed

Learn. Perform. Succeed.

Contract

A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them.

- **It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing.**

In addition to bilateral instruments, contracts include (but are not limited to):

- **awards and notices of awards;**
- **job orders or task letters issued under basic ordering agreements;**
- **letter contracts;**
- **orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and**
- **Unilateral and bilateral contract modifications.**

“Contract” does not include grants and cooperative agreements.

Other Contractual Instruments

GRANT - reflect a relationship between NASA and a recipient when the principal purpose is the transfer of anything of value to the recipient to accomplish a public purpose of support or stimulation authorized by Federal statute.

COOPERATIVE AGREEMENT – reflect a relationship between NASA and a recipient whenever the principal purpose is the transfer of anything of value to the recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, and substantial involvement is anticipated between NASA and the recipient during performance of the contemplated activity (31 U.S.C. 6305).

Characteristics inherent in a cooperative agreement include those that apply to a grant, plus the following:

- (1) Substantial NASA involvement in and contribution to the technical aspects of the effort are necessary for its accomplishment.;
- (2) The project, conducted as proposed, would not be possible without extensive NASA-recipient technical collaboration;

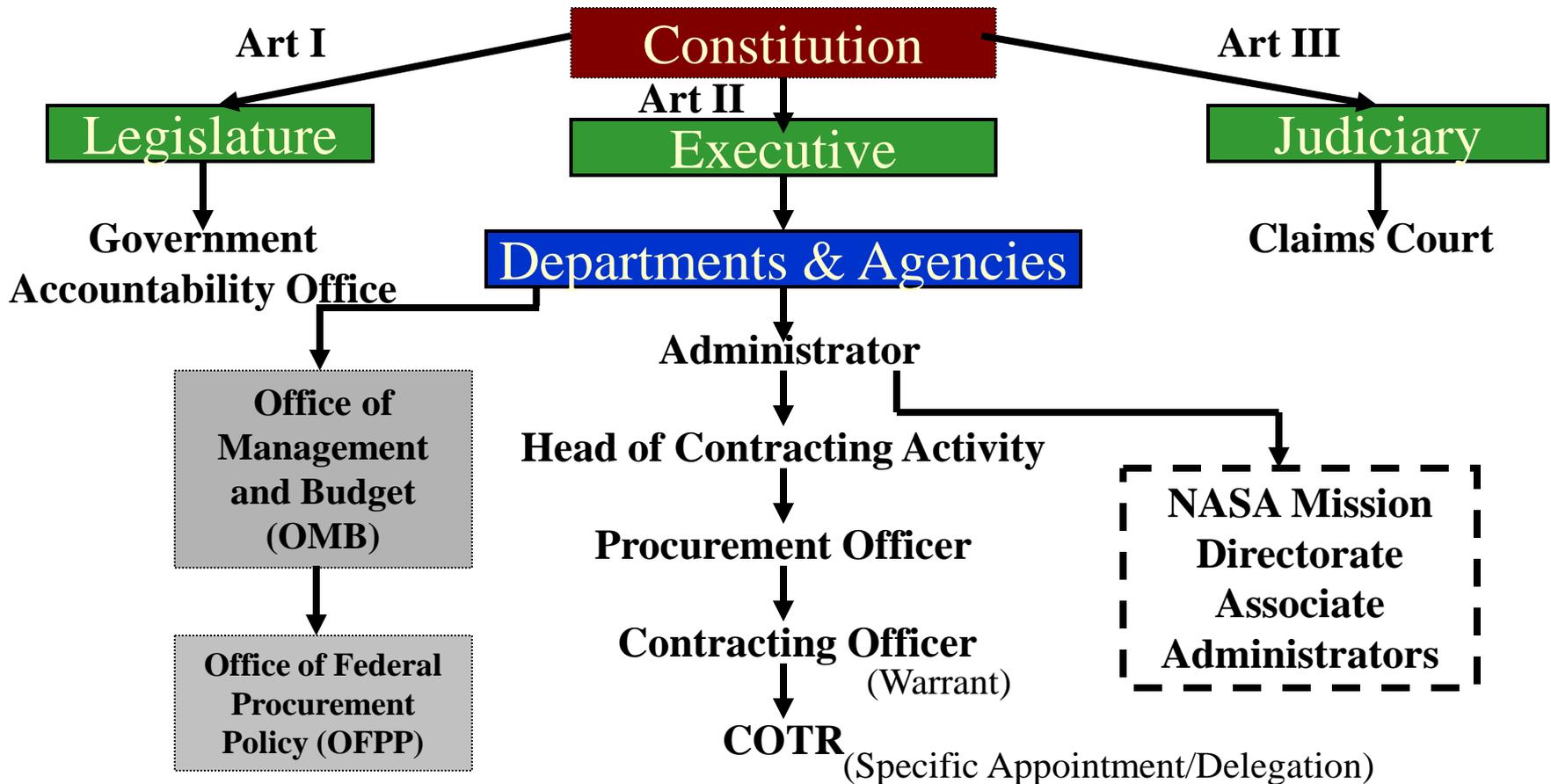
(NPR 5800.1)

Types of Award Instruments

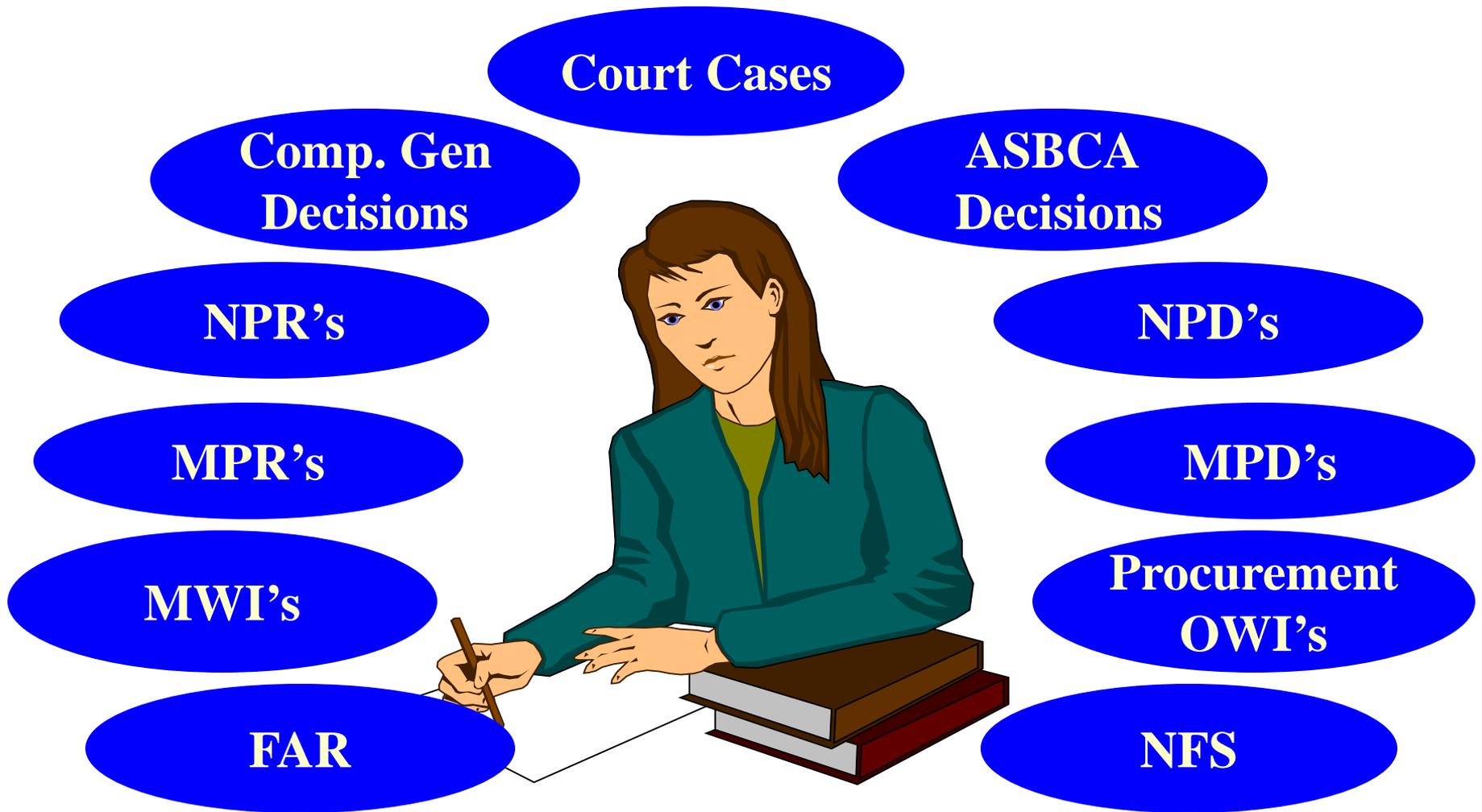
- **Contract** -- mutually binding legal relationship obligating the seller to furnish supplies or services, and the buyer to pay for them.
- **Purchase Order** -- an offer by the Government to buy supplies or services, including construction and research and development, upon specified terms and conditions, using simplified acquisition procedures*.
- **Delivery Order** -- an order for supplies or services placed against an established contract. The order is subject to the terms and conditions of the contract that the order was placed against.
- **Blanket Purchase Agreements** – a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. A basic agreement should be used when a substantial number of separate contracts may be awarded to a contractor during a particular period and significant recurring negotiating problems have been experienced with the contractor. Basic agreements may be used with negotiated fixed-price or cost-reimbursement contracts. (FAR 13 and 16.7)
- **Grant** -- legal instrument where the principal purpose is the transfer of anything of value to the recipient to accomplish a public purpose of support or stimulation authorized by Federal statute.
- **Cooperative Agreement** -- legal instrument with the same purpose as a grant, but substantial involvement is anticipated between NASA and the recipient during performance of the activity.

* **Simplified Acquisitions (Small Purchases) is a simplified, streamlined method of obtaining supplies and services under \$100,000 (or \$5 million for commercial items)**

Flow of Procurement Authority



Governing Rules & Regulations



Relevant MSFC Procurement Documents

[MPR 5000.1](#) - Purchasing

[MWI 4520.2](#) - Use of the Procurement Discrepancy Tracking System (PDTs)

[MWI 5000.1](#) - Processing of NRAs and CANs

[MWI 5100.1](#) - Initiating Procurement Requisitions

[MWI 5113.1](#) – Government Commercial Purchasing Card Operating Procedures

[MWI 5115.1](#) - Processing Unsolicited Proposals

[MWI 5115.2](#) - Source Evaluation Board/Committee (SEB/C) Process

[MWI 5116.1](#) - Evaluation of Contractor Performance Under Contracts with Award Fee Provisions

[MWI 5143.1](#) - Contract Change Process

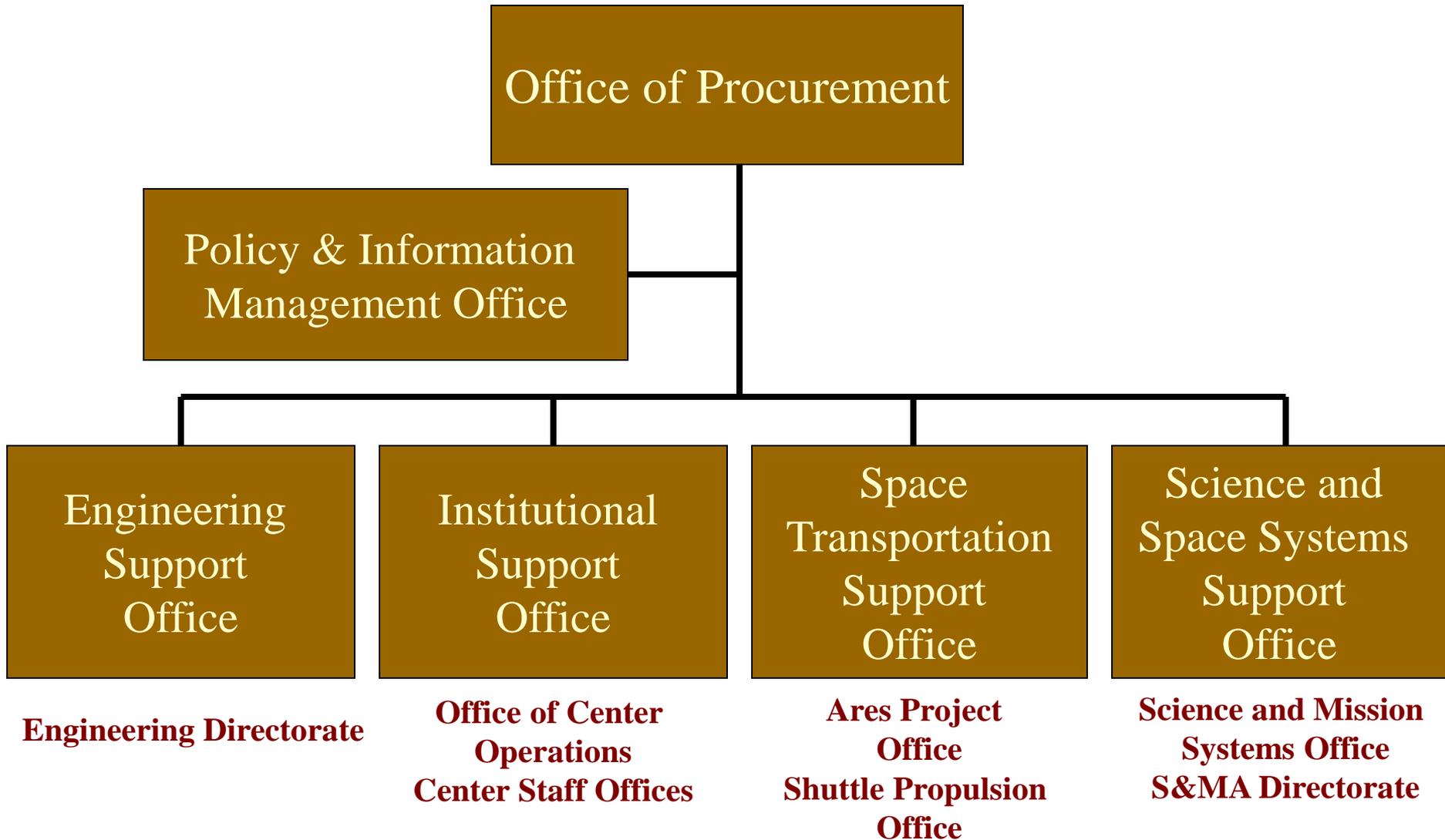
[MWI 5330.1](#) - Evaluation of Contractors, Suppliers, and Vendors

[MWI 5330.2](#) - NASA Engineering and Quality Audit (NEQA)

[MWI 6000.1](#) - Procurement Traffic Management and Freight Traffic Actions

[MWI 7120.2](#) - Data Requirements Identification/Definition

MSFC Procurement Organization



Contracting Officer (CO)

“Contracts may be entered into and signed on behalf of the Government only by contracting officers.” FAR 1.601

- A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- Each Contracting Officer’s authority is specified in his/her Contracting Officer Warrant.
- The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. (FAR 42.2 and NFS 18402.2)
 - *Administrative Contracting Officer (ACO)* refers to a CO who principal function is administering contracts.
 - *Termination Contracting Officer (TCO)* refers to a CO who settles terminated contracts.
 - A single contracting officer may be responsible for duties in any or all of these areas.
 - Must be trained and certified to appropriate level.
 - Must be officially appointed.

Contracting Officer Authority

- **Agent of the US Government**
- **Express authority in the form of a Warrant (SF-1402)**
- **Warrant defines the scope of the CO's authority**
 - **Must be displayed in a prominent place**
 - **Authority to obligate the US Government, award and/or modify contracts, and direct the contractor**



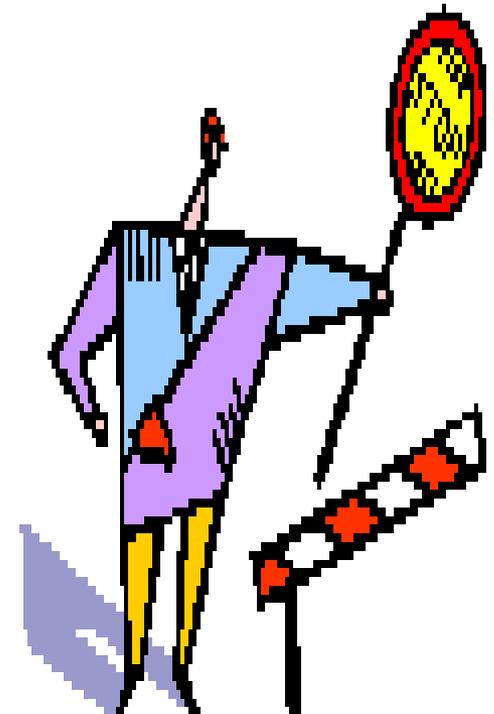
Contracting Officer Technical Representative (COTR)

- **A person appointed by the Contracting Officer to act as his/her representative in managing the technical aspects of a particular contract.**
 - **To attain certification for appointment, complete NASA's COTR Course.**
 - **Beginning January 2009 this will be 40 hours in length.**
 - **To maintain certification, complete 40 hours of continuous learning every two years thereafter (FY2010-2011, FY2012-2013, etc.)**
 - **Must be officially appointed by the CO using NASA form 1634.**
 - **Specific duties and responsibilities listed in the COTR appointment.**
 - **Duties and responsibilities are not re-delegable.**

One Alternate COTR per contract - serves only in absence of COTR

COTR Authority

- COTRs do not have the authority to –
 - Change the performance schedule of the contract
 - Change the price of the contract
 - Change the scope of work of the contract
 - Authorize any changes that result in a change to the schedule, scope, or price of the contract



COTR Prohibitions

- **COTRs cannot –**
 - **Promise or authorize additional work**
 - **Direct or manage subcontractors**
 - **Modify the contract**
 - **Disclose source selection information**
 - **Divulge budget information**
 - **Grant deviations or waivers of contract terms and conditions**

COTR Duties

- **Stay current on your contract**
- **Work with your contractor**
- **Provide technical direction (if authorized by the CO) and guidance**
- **Liaise on technical matters between the CO and the contractor**
- **Maintain accurate documentation and files**
- **Keep your management and your CO informed**



Acquisition Planning and the Purchase Requisition

- **The Purchase Requisition (PR) is the primary product of the acquisition planning phase**
- **The PR will provide the primary information for all other phases of the acquisition**



Purchase Requisition

- **Elements of procurement requisition (PR)**
 - **Requirements Documents, SOW/PWS or SOO**
 - **Quality Assurance Surveillance Plan (QASP)**
 - **Certification of Funding**
 - **Data Procurement Document (DPD)**
 - **Government Furnished Property**
 - **Justification of Other Than Full and Open Competition (JOFOC)**
 - **IGCE**
 - **Award Fee/Incentive Plan**
 - **Source Selection Evaluation Factors**
 - **Recommended Source List**

Developing the Requirement

Things to consider when developing the requirement –

- **Use market research**
 - **Look for alternatives, nontraditional players, etc.**
- **Promote full and open competition – now and in the future**
 - **Think long-term – will competition today preclude competition for any follow-on requirements?**
 - **Remember: “sole source” does not necessarily mean the contract will be awarded more quickly, at less cost, or with better terms and conditions**
 - **What “sole source” does mean is giving loads of negotiation leverage to the contractor – now and for the life of the buy!**
- **Limit use of restrictive provisions to meet needs**
- **Look for commercial solutions**
- **Limit use of design specifications and instead focus on function, performance, and physical characteristics**

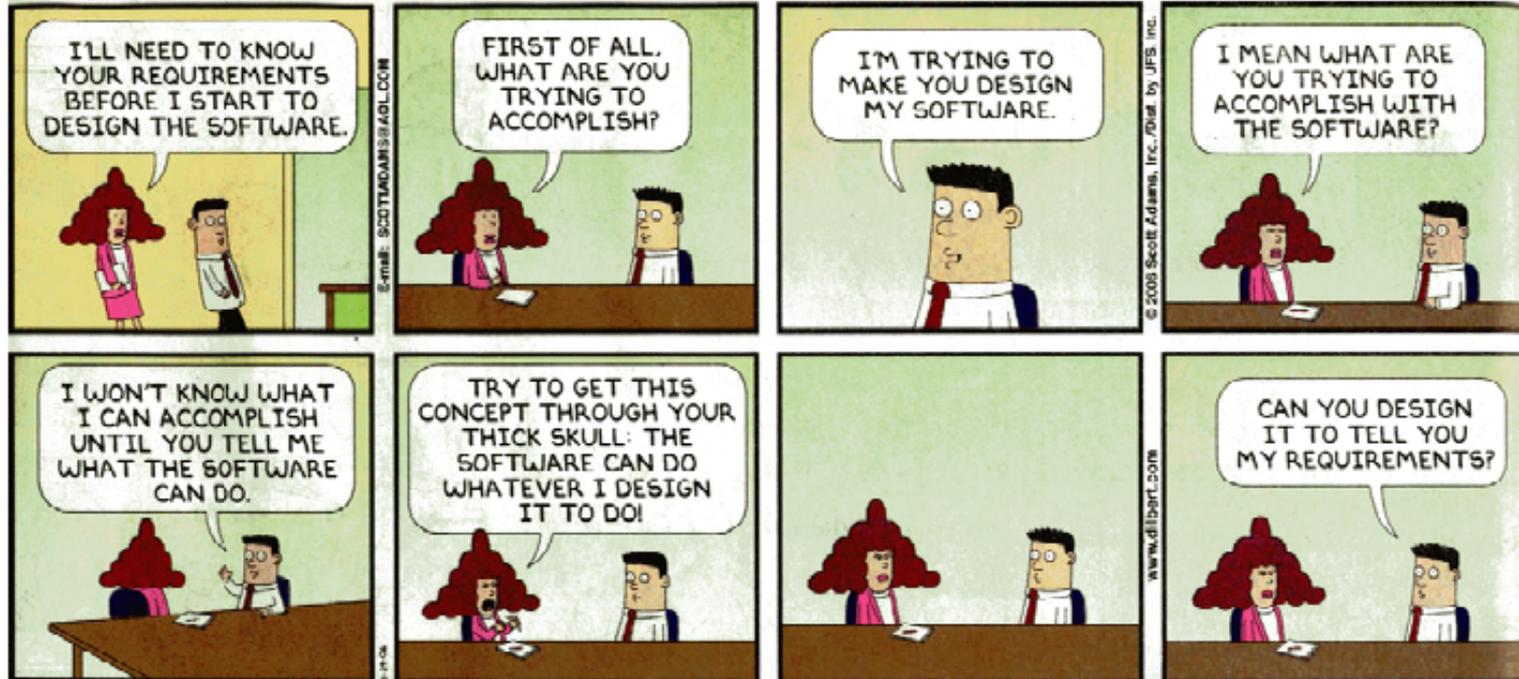
Developing the Requirements Document

(Continued)

- **When developing requirements documents consider**
 - **Intended use or function of the product or service**
 - **How often it will be used and/or the quantity needed**
 - **Work load of the product or service**
 - **How often will it be needed**
 - **How many users**
 - **Historical and forecasted use**
 - **Competition in the market place (the competitive climate)**
 - **Available information on the product or service**

Bring Me a Rock

DILBERT®/ by Scott Adams



Learn. Perform. Succeed.

Functions of the SOW

- **Defines contract requirements**
- **Basis for proposals and performance**
- **Clearly written SOW enhances competitive procurement and allows for effective contract performance and management**

SOW Do's

- **Be –**

Specific, **M**easurable, **A**ccountable, **R**easonable, **T**ime-Based

- **Tips**

- **Organize paragraphs – logical, sequenced, numbered**
- **Keep sentences short and concise – don't use bullets**
- **Detail obligations, expectations, and deliverables**
 - **Tie deliverables to contractor payments (incentives)**
 - **Deliverables are key to measuring successful work requirement outcomes**

When Are the Different Types of Solicitations Used?

Type of Solicitation	RFQ	RFP	IFB	AO	NRA	CAN
Type of Commodity being Procured	Supplies, Construction, R&D, & Services	Services, R&D, Studies, & Major Programs	Supplies, Construction & Services	R&D, Studies, & Major Programs	R&D, Studies, & Major Programs	R&D, Studies, & Major Programs
Typical Selection (Award) Criteria	Low Price, Technically Acceptable	Best Value Considering Technical, Cost & Past Performance	Price & Price Related Factors	Peer Review Based on Published Evaluation Factors	Peer Review Based on Published Evaluation Factors	Peer Review Based on Published Evaluation Factors
Dollar Value	Less than \$100,000 + CI up to \$5.0 Million	Over \$100,000	Over \$100,000	Over \$100,000	Over \$100,000	Over \$100,000
Type of Contractual Instrument Awarded	Purchase or Delivery Order	Contract (Any Type)	Contract (FFP or FP w/EPA Only)	Contract, Grant, Coop Agreement, or Gov't Order	Contract, Grant, Coop Agreement, or Gov't Order	Cooperative Agreement

Simplified Acquisition Procedures

- **Micro-purchase**
 - **Procurements < \$3000**
 - **Government Commercial Purchase Card**
 - **Procurements < \$100,000 or < \$5 M commercial**
 - **100 % set aside of small business**
 - **Only Fixed Priced contracts**
 - **Use of PO, Blanket Purchase Agreements encouraged**
 - **Streamlined procurement cycle**

Condo for Rent

One-bedroom
High-rise unit
Overlooks the ocean
Nestled among lush greens
Lovely ocean view from every window!

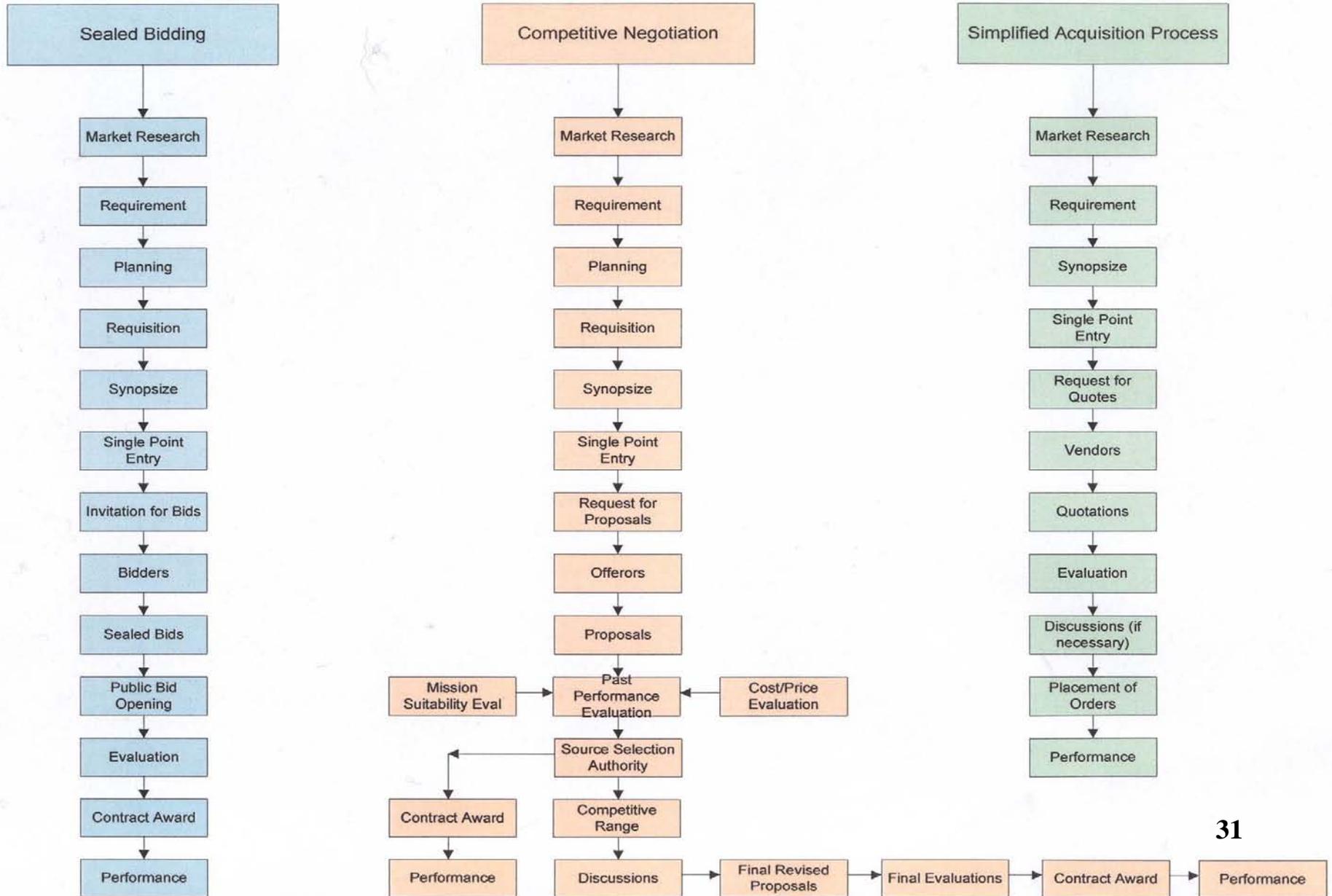
Near Palm Beach in Jupiter, FL
Weekends \$200 for three nights
\$400 for the week.

Going Fast...



Learn. Perform. Succeed.

Comparison of Sealed Bidding, SAP, and Competitive Negotiations



Types of Contracts

- **There are two fundamental types of contracts, and every other type of contract is a variation of these: “Fixed-Price” & “Cost-Reimbursement”**
- **Fixed-Price Contracts (FAR 16.2)** -- Fixed-price contracts provide for a firm-fixed-price or an adjustable price for the performance of a contract. The adjustable price may include a ceiling price, target price (including target cost), or both.
 - target and successive targets.
- **Cost-Reimbursement Contracts (FAR 16.3)** -- Cost-reimbursement contracts provide for payment of the allowable costs incurred in contract performance, to the extent prescribed in the contract. An estimate of total cost is established so that the Government can obligate funds. The estimate is also used to establish a ceiling, or limit, on the amount of costs that the contractor may incur without the contracting officer approval and that the contractor exceeds (at its own risk). Cost reimbursement contracts may be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. **The contracts can have fixed fee, incentive fee, or no fee.**

Profit and Fee

While the two terms are often used interchangeably, there actually is a difference between them

***Profit* is the net proceeds from selling a product or service when costs are subtracted from revenues – a residual, or something left over after all monetary costs have been paid**

- **“Profit” is usually used when discussing fixed price contracts**

***Fee* is an agreed to amount of remuneration beyond the initial estimate of cost – a charge for providing goods or services**

- **“Fee” is used when discussing cost reimbursement contracts**

Types of Fee

(Continued)

- **The best interests of the Government are served when contractors maximize fee if, in fact, the Government's planned objectives are achieved**
- **The profit motive is the essence of incentive contracting**
 - **Incentive contracts (including AF contracts) utilize the drive for financial gain under risk conditions by rewarding the contractor through increased fee for attaining performance, schedule, and/or cost levels more beneficial for the Government than expected (target) levels and by penalizing the contractor through reduced fee for less than expected performance**

Types of Fee

Fixed Fee

- **CPFF contracts are characterized by an agreement covering the estimate of the contract cost, with the Government agreeing to reimburse the contractor for all allowable costs necessary to perform the work plus a negotiated fee for the contractor's effort**
- **Similar to FP contracts, CPFF contracts only reward minimally satisfactory performance – there is no incentive for better performance**

Types of Fee

Incentive Fee

- **Incentive fee is a stimulus to desired action**
 - **Cost and Performance Incentive Fee (CPIF and PIF)**
 - **Incentives are based on firm objectives for cost, technical, schedule and management performance**
 - **The amount of fee earned is objectively derived**
 - **Award Fee (CPAF)**
 - **Applies incentives in contracts that are not susceptible to development of firm objectives for cost, technical, schedule and management performance**
 - **The amount of fee earned is subjectively derived**
 - **Combination (or Hybrid)**

Cost Plus Award Fee

Evaluation scoring

- **Standard adjectival ratings and the associated numerical scores shall be used on all award fee contracts**
 - **Excellent (100-91)** — Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance
 - **Very good (90-81)** — Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies
 - **Good (80-71)** — Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance
 - **Satisfactory (70-61)** — Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance
 - **Poor/Unsatisfactory (less than 61)** — Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance

Some Perspective

- **Most contractors look at fee as a right**
 - **Contractors tend to think of fee as a necessary element of price, in the same manner that material, labor, overhead, ODC, and G&A are elements of price**
 - **Fee, per se, is not the only motivation that can be recognized**
 - **Gaining future business**
 - **Increasing profits on other contracts being performed at the same time (by absorbing a portion of fixed overhead, for example),**
 - **Enhancing corporate reputation**
 - **Opening new business opportunities**
 - **Retaining and maintaining an engineering and/or production capability**
 - **Excellence for excellence sake**
 - **Extra-contractual incentives cannot be ignored, but they do not supplant fee as a motivator**

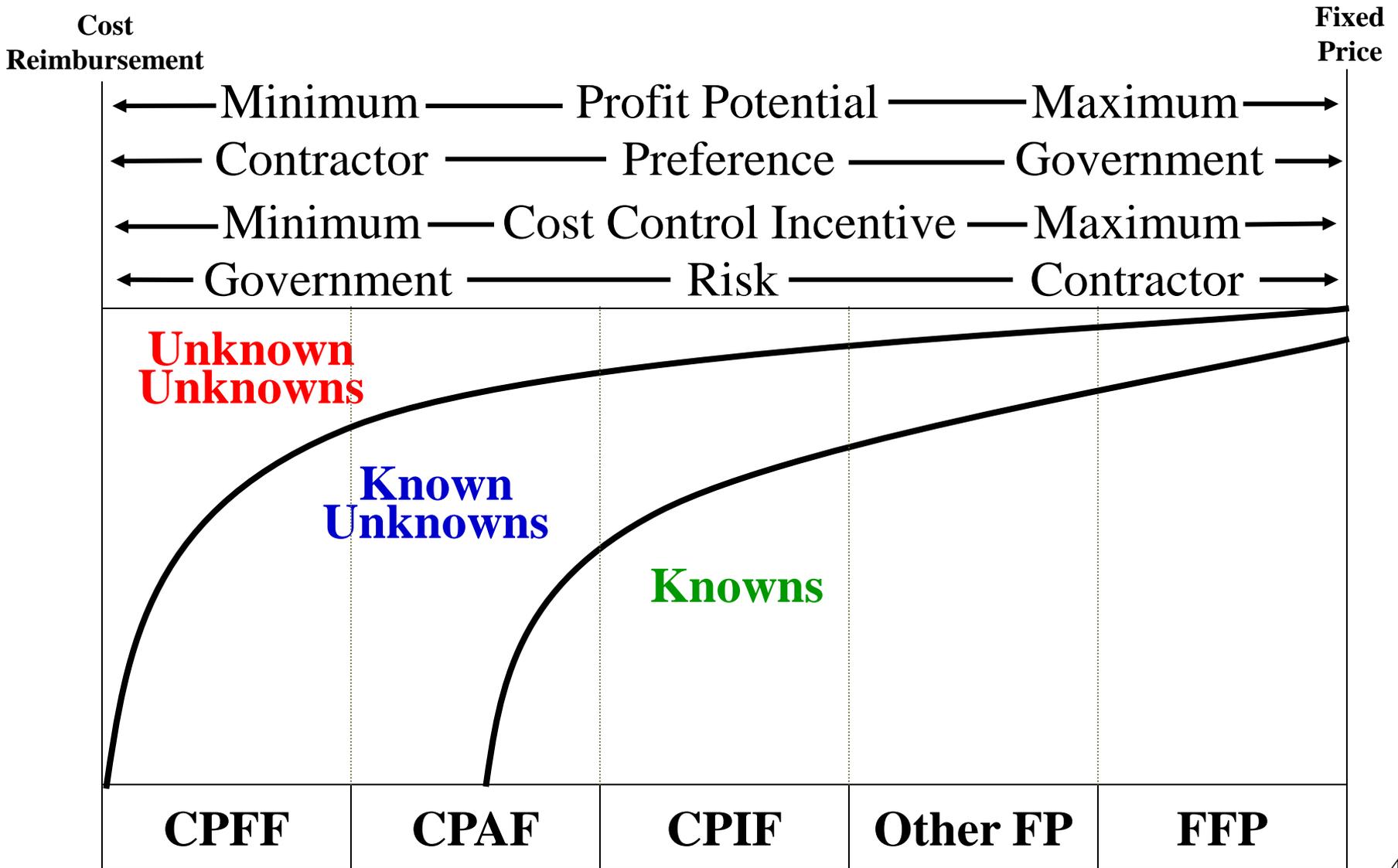
Factors in Determining Contract Types

- **Reasonable Basis for Determining Firm Pricing or Realistic Estimates**
 - Price Competition or Price Analysis
 - Cost Analysis
- **Type and Complexity of Requirement (Commercial Item or R&D?)**
- **Period of Performance (short duration or multi-year?)**
- **Adequacy of Contractor's Accounting System**
 - Can the contractor's accounting system support the use of a flexibly priced contract?
- **Extent and Nature of Subcontracting**
- **Acquisition History**
 - Government's risk is reduced over a program's life cycle, move towards fixed-price contracts



Selection of contract type is a risk factor that the Government and the contractor are ultimately willing to assume

Contract Risk & Types of Contract



Noncompetitive Procurement Actions

- **Competition in Contracting Act – law of the land**
- **Within scope vs. Out of scope (“new work” mod)**
- **Seven exceptions to competition**
 - **(c)(1) – Only one responsible source and no other supplies or services will satisfy agency requirements**
 - **(c)(2) – Unusual and compelling urgency**
 - **(c)(3) – Industrial mobilization; engineering, developmental, or research capability; or expert services**
 - **(c)(4) – International agreement**
 - **(c)(5) – Authorized or required by statute**
 - **(c)(6) – National security**
 - **(c)(7) – Public interest**

Noncompetitive Procurement Actions

(Continued)

- **Salient Points (continued)**
 - **Responsibilities**
 - **Requiring organization and contract specialist are responsible for conducting market research**
 - **Requiring organization is responsible for drafting the document supporting the noncompetitive procurement action**
 - **The contract specialist will assist the end user in developing the document**
 - **The contract specialist will ensure that all essential elements of the justification have been addressed**
 - **The contract specialist is responsible for refining the justification such that it meets the content and format requirement set forth in MWI 5100.1**

3 Types of Limitation of Funds

Purpose

- **Misappropriation Act [Title 31, U.S. Code, Sec 1301]**
- **Requires funds to be used only for the purposes and programs for which the appropriation was made.**
- **AKA “The Purpose Statute”**

Time

- **Bona Fide Need Rule**
- **Requires funds to be used only for needs or services in the year of the appropriations obligation period.**

Amount

- **Anti-Deficiency Act [Title 31, U.S. Code, Sec 1341 & 1517]**
- **No government employee may create or authorize an obligation in excess of the funds available, or in advance of appropriations**
- **Prohibits acceptance of voluntary services**
- **Criminal penalties for violation of the act**

What Contracts Are

- **Contracts are relationships –**
 - Agreement defines rights, obligations, and remedies
 - Breach has legal consequences
- **Contracts are documents**
 - Memorialize agreement about relationship
 - Enable separation of formation and performance
- **Contracts are risk management tools**

What Contract Administration Is

All relationships between the Government and the contractor that arise out of contract performance.

- **It encompasses all dealings between the parties from the time the contract is awarded until the work has been completed and accepted, disputes have been resolved, and final payment has been made.**

The broad goals of contract administration are to ensure that the Government obtains the needed work on time and at the quality level called for by the contract, and that the contractor receives proper consideration.

Gov't – Contractor Interface

Most contract administration actions involve the identification and resolution of problems **before they escalate**. This requires the parties to establish an appropriate working relationship and solve problems as they arise and before they escalate.

- **Working relationship**
 - **Cooperation and good faith**
 - **Mutual confidence and respect**
- **Identification and resolution of problems**

What You Need to Know about the Contract

- **Know where to begin**
- **Learn to read the contract**
- **Understand its scope**
- **Know how to request changes to the contract**

Start with Your Contracting Officer

- **Who is my CO?**
- **Refer to your delegation of authority to see generally and specifically what they want you to do**
- **Your CO is entrusting you to oversee the contract**
- **Take time to get to know your CO and develop some ground rules for how and when you will interact**

Facts that Need to Be Known First

- **Contract type**
- **Contract value or price**
- **Period of performance**
- **Ceiling (if any)**
- **Deliverables**
- **Data requirements**
- **Subcontractors and their requirements**
- **GFP requirements**
- **Contract administration support (DCMA, etc.)**
- **Special clauses**
- **Options**

Contract

Format & Content

DL		OMB Approval 2700-0042			
AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-A2	PAGE 1	OF PAGES 166
2. CONTRACT (Proc. Inst. Ident.) NO. NASB-00016		3. EFFECTIVE DATE See B.1		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 000160000(1F),00016L000(2F)	
5. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS42	6. ADMINISTERED BY (if other than item 5) PS42/M. Heidelberg/256-544-2373		CODE PS42
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Lockheed Martin Corporation P. O. Box 29304 New Orleans, LA 70189			8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT 0%		
			10. SUBMIT INVOICES (2 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12
CODE 01539		FACILITY CODE			
11. SHIP TO/MARK FOR See Section F, Clause F-3		12. PAYMENT WILL BE MADE BY Financial Management Office George C. Marshall Space Flight Center, NASA Marshall Space Flight Center, AL 35812			
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA NA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B, Clause B-1					
		"CONTRACT TYPE: CPIF/AF"			
15G. TOTAL AMOUNT OF CONTRACT					\$1,097,384,958
16. TABLE OF CONTENTS					
(*) SEC.	DESCRIPTION	PAGE(S)	(*) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	12
X B	SUPPLIES OR SERVICES AND PRICE/COST	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X C	DESCRIPTION/SPECS./WORK STATEMENT	1	X J	LIST OF ATTACHMENTS	106
X D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	2	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	17
X F	DELIVERIES OR PERFORMANCE	2	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	6	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	13			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Dennis R. Deel, President and General Manager Michoud Operations, Space Systems Company			20A. NAME OF CONTRACTING OFFICER Stephen P. Beale Procurement Officer		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
original signed by _____ (Signature of person authorized to sign)		10/27/00	BY original signed by _____ (Signature of Contracting Officer)		10/27/00
NSN 7540-01-152-8069 PREVIOUS EDITION UNUSABLE		25-107 Computer Generated		STANDARD FORM 26 (REV. 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)	

FYI: Today's Contract Numbers

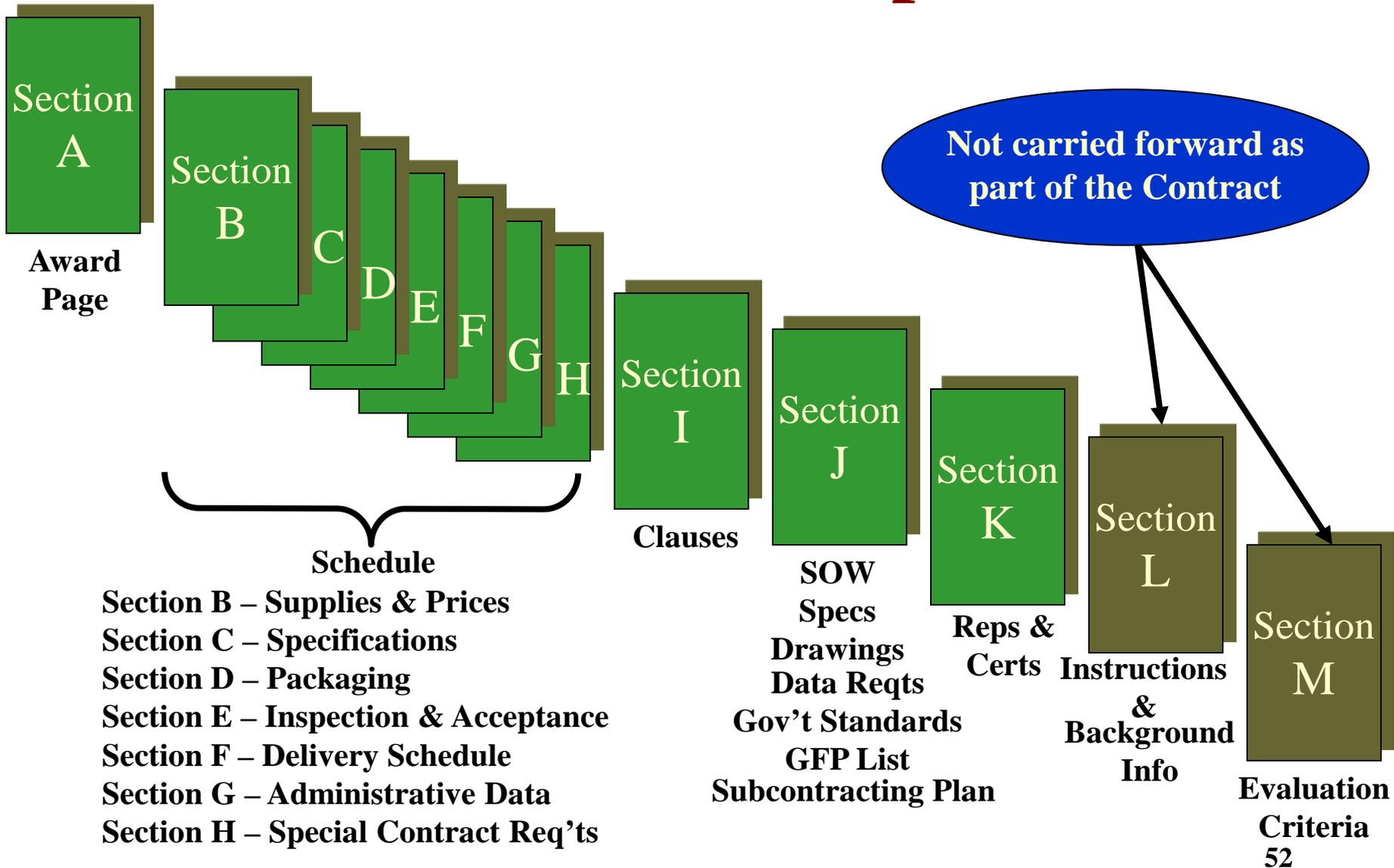
NNM09AA01C would be a MSFC action issued in FY09. It would be the first one issued at the Center (or the first of its type), and the action type would be a contract:

NN	M	09	AA01	C
NASA	MSFC	FY09	Serial No. 1	Contract

A=ARC
C=GRC
D=DFRC
G=GSFC
H=HQ
J=JSC
K=KSC
L=LaRC,
M=MSFC
N=NMO-JPL
P=NMO-APL
S=SSC
X=NSSC

A = Cooperative agreement
B = Indef delivery type
C = Contract
D = Delivery order
F = Facilities contract
G = Grant
H = Training grant
I = Intragovernmental
P = Purchase order
S = Space Act agreement.
T = Task order against a service (including R&D) contract
Z = BPA.

RFP/Contract Components



FAR 15.204; also see FAR 4.803(a)

Section B: Supplies or Services and Prices/Costs and Fees

- **CLIN = Contract Line Item Number**
- **Contracts often identify the items or services to acquired as separate CLINs (e.g., options)**
- **Characteristics**
 - **Separately identified and priced**
 - **Separate delivery schedule**
 - **Separate accounting**
- **SubCLINs – separately identified line items under the CLIN**
 - **Provide flexibility to further identify elements within a contract CLIN for tracking performance or simplifying administration**
 - **Used instead of the CLIN for payment, delivery tracking, funds account or management purposes**

Section B: Supplies or Services and Prices/Costs and Fees

(Continued)

- **Recap of contract value (estimated cost and fees)**
- **Amounts allotted to contract funding (for costs, with a “go through” date, and for fee)**
- **Incentive fee pools**
- **Any special clauses for fees**

Section C: Description / Specifications / Statement of Work

- **Section C is one of three places you could find a description of what work is to be done**
 - **The SOW could be right here in full text, or**
 - **It could be referenced here, but actually included in the contract as an attachment under Section J, or**
 - **The work detail could be so succinct that no SOW is required and all the “detail” is laid out in Section B as part of the CLIN description**
- **Changes to the SOW and specifications may be summarized in Section C**

Sections D and E

- **Section D provides instructions to the contractor if there are any packaging or marking requirements**
- **Section E provides details on how inspection and acceptance will be done**
 - **Look for the inspection and acceptance clauses**
- **Section E also may provide quality assurance requirements**

Section F: Deliveries or Performance

- **Section F details where and when delivery is to be made, by CLIN or subCLIN**
 - **May be a date or “as required”**
 - **FOB Origin or Destination?**
 - **What is the implication of “origin”?**
 - **Delivery schedule**
- **Period of performance**
- **Place(s) of performance**
- **Stop Work Order and Suspension of Work clauses**

Section G: Contract Administration Data

- **Submission of vouchers**
- **Designation of new technology and patent reps**
- **Accounting and appropriations data**
 - **You may find a recapitulation of incremental funding as an attachment in Section J**
- **Financial reporting**
- **Technical Direction clause**

Section H: Special Contract Requirements

- **Section H requires very careful reading by the COTR**
- **Unique or special clauses will be laid out in this section to include things like:**
 - **Safety and health requirements and reporting**
 - **Engineering change proposals**
 - **Special studies / pool**
 - **Government site support**
 - **Task or Delivery Order ordering details**
 - **Organizational Conflict of Interest requirements and restrictions**
 - **Key personnel**
 - **Associate Contractor Agreement(s)**

Section I: Contract Clauses

- **Most clauses in Section I are included by reference, but some are in full text**
- **Many clauses in Section I are required by statute**
- **Different variations of the clause may be in the contract depending on contract type**
- **The date in the title is very important – if a newer version of the clause is released it is NOT automatically included in the contract**

FYI: Clause vs. Provision

Clause: Term or condition used in contracts or in both contracts and solicitation

Provision: Term or condition used only in the solicitation and applies before contract award

Section J: List of Attachments

The most common attachments are –

- **SOW/PWS, if not under Section B or C**
- **List of Government Furnished Property**
- **Data Procurement Document**
- **Make or Buy Plan**
- **Subcontract Plan**

The contractor's proposal is rarely included in the contract as an attachment – almost NEVER!

Contract Administration Resources

- Procurement
- S&MA
- Legal
- Accounting Operations
- Systems Management
- DCMA (On-site and field)
- DCAA
- GSA
- ONR
- DHHS
- Program/Project office (including Resident Offices)
- Center Technical Directorates (e.g. Engineering Directorate)
- Office of Center Operations
 - Environmental Engineering
 - Facilities Engineering
 - Logistics Services (Property Mgt and Transportation)
 - Protective Services
- Office of the Chief Information Officer

Post-Award Orientation

- **A post award conference should be held for all onsite and/or complex contracts.**
- **NASA requires a post award conference when:**
 - **Contract value is expected to exceed \$10,000,000**
 - **Contract performance is required at or near a NASA installation**
 - **The delegation will impose an abnormal demand on the resources of the contract administration office receiving the delegation; or**
 - **Complex contract management problems are expected, particularly risk management areas identified during program and acquisition planning, e.g., significant or unusual mission success, technical, cost, schedule, safety, security, occupational health, environmental protection, and export control risks**
- ***NOTE: Procurement Officer approval is required to waive a post-award planning conference for contracts meeting any of the above criteria.**
- **Objectives of the post award conference:**
 - **Achieve a clear and mutual understanding of all contract requirements**
 - **Identify and resolve potential problems.**
- **If a post award conference is not held, the CO should accomplish the objectives of the conference via written communications with the Contractor and Government contract administration personnel.**

Modification

- **A written change in the terms and conditions of a contract**
- **Can range from significant changes to the specifications to changing the contractor's telephone number**
 - **Can also include adding funding or exercising an option**



When a Contract Needs to be Changed

- **The following are examples of when a contract must be changed**
 - **Adding or removing funding**
 - **Changing delivery or period of performance date**
 - **Changing any terms and conditions in any part of the contract**
 - **Changing what you need or where you need it**
 - **Correcting a mistake**
 - **Exercising an option**
 - **Suspending the work or partially terminating it**
 - **Adding additional work**

Types of Modifications

- **Two types of modifications to the contract:**
 - **Unilateral modifications**
 - **Government directs change**
 - **Using Changes clause**
 - **Change must be within general scope of the Changes clause**
 - **Administrative modifications**
 - **Contractor must comply**
 - **Bilateral modifications**
 - **Both parties agree on modification**
 - **Prospectively priced**
 - **Can change any aspect of contract**
 - **Change must be within general scope of the contract**



Types of Modifications

(Continued)

- **Supplemental agreement**
 - **Bilateral**
 - **Both Contractor and Government sign**
- **Change Order**
 - **Unilateral**
 - **Government signs**
 - **Contractor obligated to perform and is entitled to equitable adjustment**
- **Operation of contract clauses other than “Changes” clause, such as –**
 - **Options**
 - **Variation in Quantity**
 - **Government Property**

Operation of Contract Clauses

- **Some contract clauses in addition to the *Changes* clause can lead to modifications, including equitable adjustments**
- **For example,**
 - **52.217-6, -7, -8, -9, *Option...* clauses**
 - **52.242-14, *Suspension of Work***
 - **52.242-15, *Stop-Work Order***
 - **52.245-1, *Government Property***
 - **52.248-1, *Value Engineering***

Contract and Modifications

Format & Content

OMB Approval #: 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE MAR 10 1999	4. REQUISITION/PURCHASE REQ. NO. See Page 1A	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	GP24-R	7. ADMINISTERED BY (if other than Item 6)	CODE

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

GP24-R/Michael L. Sweigart/256-544-0281

AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Lockheed Martin Engineering & Sciences Company 2625 Bay Area Boulevard Houston, TX 77058	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
C/O Lockheed Martin Space Mission Systems & Services Attn: Frank Barnes P.O. Box 240006 Huntsville, AL 35824-6406	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-44000
CODE 51017 FACILITY CODE		10B. DATED (SEE ITEM 13) August 19, 1996

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)
See Page 1A

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.232-22 "Limitation of Funds" Clause

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

	Negotiated	Provisional	Award Fee	Potential	Total Contract	Total Sum
	Est. Cost	Est. Cost	Earned	Award Fee	Value	Allotted
Previous Total:	\$80,899,622	-	\$2,233,397	\$1,164,297	\$84,297,316	\$78,929,406
This Modification:	11,018,301	-	-	322,306	11,340,607	925,644
Revised Total:	\$91,917,923	-	\$2,233,397	\$1,486,603	\$95,637,923	\$79,855,050

See Page 2 for a description of this modification.

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)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kim E. Whitson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
		BY ORIGINAL SIGNED BY KIM E. WHITSON Contracting Officer	MAR 10 1999

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Modification No. 30
Contract NAS8-44000
Page 2 of 4

The purpose of this modification is to recognize cost overruns incurred during the base period of the contract; provide an equitable adjustment for changes to the contract resulting from launch delays and shifting program priorities; and provide incremental funding. The result of this modification is an increase in the estimated cost of the contract of \$11,018,301 with an increase in the potential award fee of \$322,306. The following changes are hereby made to the contract:

1. Clause B.2-ESTIMATED COST AND AWARD FEE (1852.216-85) (SEP 1993) is deleted in its entirety and replaced by the following:

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

- (a) The estimated cost of this contract is \$91,917,923.
- (b) The maximum available award fee is \$3,720,000. Total of estimated cost and maximum award fee is \$95,637,923.
- (c) Breakout of contract cost and fees is as follows:

Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Total Contract Value
8/19/96 - 8/31/97	\$29,895,552	\$1,382,586	(\$317,432)	\$30,960,706
9/01/97 - 8/31/98	\$28,236,699	\$1,345,902	(\$177,659)	\$29,404,942
9/01/98 - 8/19/99	<u>\$33,785,672</u>	<u>\$1,486,603</u>	<u>-0-</u>	<u>\$35,272,275</u>
Total	\$91,917,923	\$4,215,091	(\$495,091)	\$95,637,923

(d) Estimated cost and fees applicable to each option period are set forth below:

Option No.	Period Covered	Estimated Cost	Maximum Award Fee	Unearned Award Fee	Total Contract Value
1	8/19/99 - 8/18/00	\$17,110,002	\$823,495	-0-	\$17,933,497
2	8/19/00 - 8/19/01	\$15,804,438	\$760,697	-0-	\$16,565,135

(End of Clause*)

2. Clause B.4- AWARD FEE AND PAYMENT OF FEES is revised by adding the following new Subparagraph (5), under Paragraph (a) Award Fee Evaluation:

"(5) The negotiated cost, broken out by month, for the period 9/01/98 - 8/18/99 is identified in an attachment to the contractor's letter entitled "Confirmation of Negotiations; Utilization and Mission Support, Contract NAS8-44000" dated February 23, 1999. These negotiated costs shall be used as the basis for evaluation of cost control for the period 9/01/98 - 8/18/99."

Contract and Modifications

Format & Content

Modification No. 30
Contract NAS8-44000
Page 3 of 4

3. Clause B.6--CONTRACT FUNDING (18-52,232-81) (JUN 1990) is deleted in its entirety and replaced by the following:

"B.6 CONTRACT FUNDING (18-52,232-81) (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 \$77,095,155. This allotment is for Utilization Mission Support for the Mission Operations Laboratory and covers the following estimated period of performance: Date of Contract Award through April 18, 1999.

(b) An additional amount of \$2,759,895 is obligated under this contract for payment of fee(s).

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$76,356,425	\$738,730	\$77,095,155
Provisional Award Fee	339,584	186,914	526,498
Earned Award Fee	<u>2,233,397</u>	<u>-0-</u>	<u>2,233,397</u>
Total Sum Allotted	\$78,929,406	\$925,644	\$79,855,050

(End of Clause)"

4. Clause B.7--ALLOWABLE ITEMS OF COST (MSFC 52,242-93)(AUG 1991) is revised by deleting Paragraph (a) in its entirety and replacing it with the following:

"(a) In accordance with advance agreement between the Government and the contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General and Administrative Costs by Calendar Year

<u>Contractor</u>	<u>Calendar Year</u>	<u>Rate</u>	<u>G&A Base</u>
Lockheed Martin	1996		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	1997		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	1998		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	1999		All reasonable, allowable, and allocable costs incurred during the third year of the contract up to \$23,246,805

Modification No. 30
Contract NAS8-44000
Page 4 of 4

<u>Contractor</u>	<u>Calendar Year</u>	<u>Rate</u>	<u>G&A Base</u>
Lockheed Martin	1999		All reasonable, allowable, and allocable costs incurred during the third year of the contract above \$23,246,805
Lockheed Martin	2000		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)
Lockheed Martin	2001		All reasonable, allowable, and allocable costs (Reference June 24, 1996 Proposal Submission, Page II-1-28)"

5. ATTACHMENT J-6 -- SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS SUBCONTRACTING PLAN is deleted in its entirety and replaced with ATTACHMENT J-6 -- SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS SUBCONTRACTING PLAN dated February 23, 1999, attached hereto.

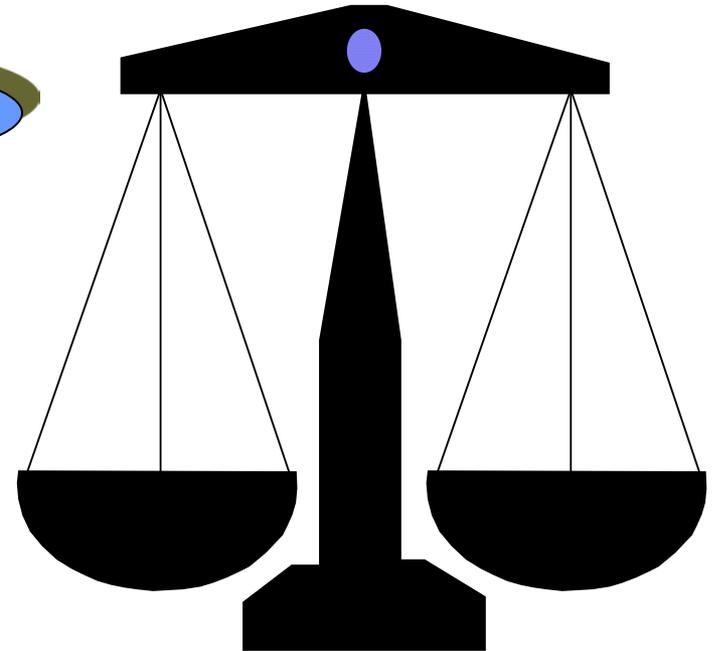
Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for the contractor's Base Year 3 Rebaseline Proposal #UMS093098, here to known as "proposal(s) for adjustment", the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "proposal(s) for adjustment".

How Do I Monitor Performance?



Surveillance Suitable to the Project

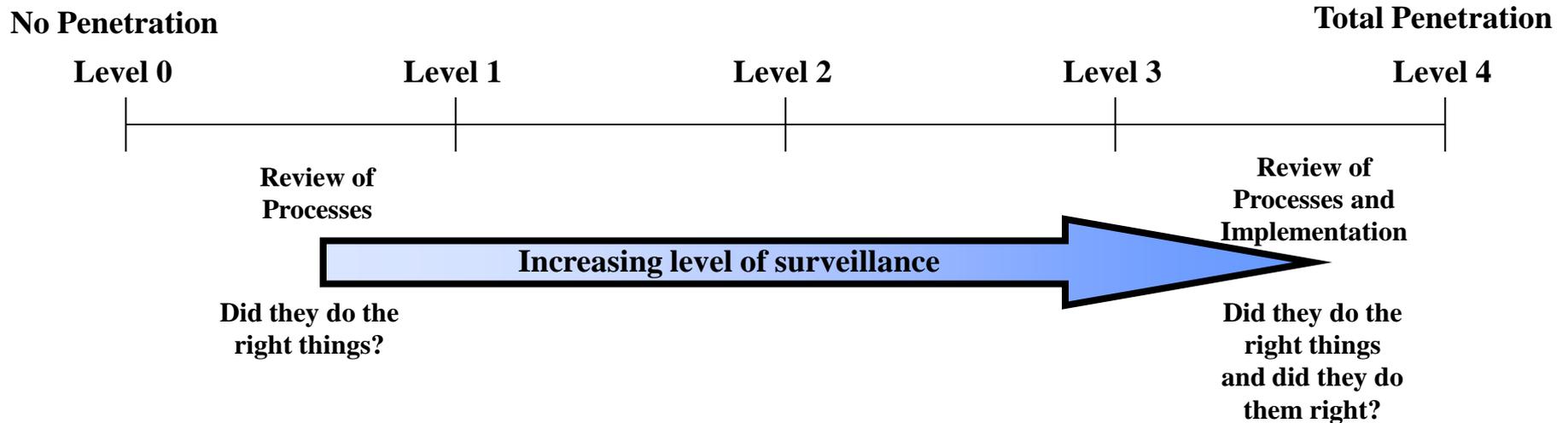


Low Dollar Amount
Non Flight
No Hazardous Operations

Proportional to Risk

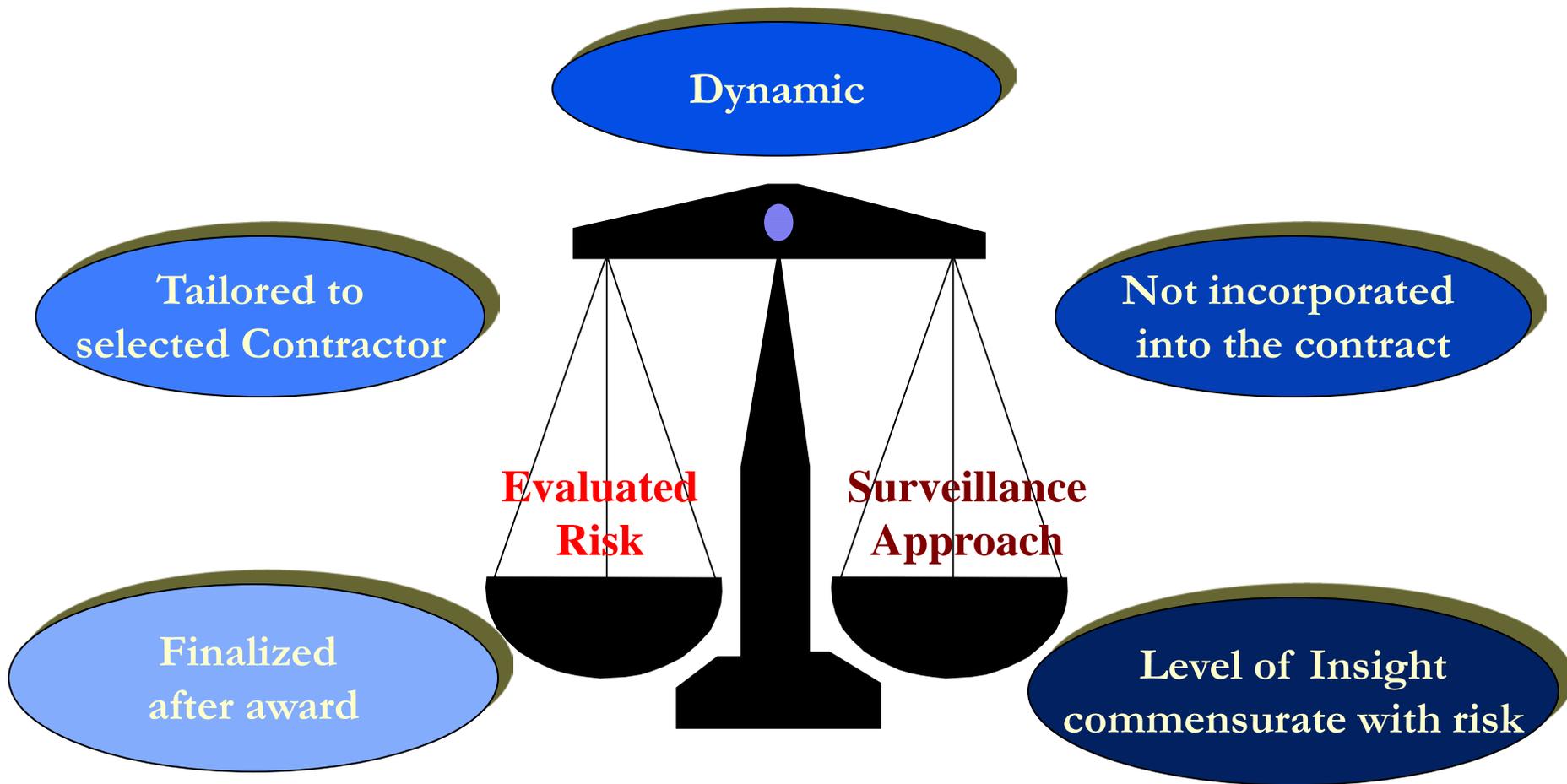
High Dollar Amount
Flight
Hazardous Operations

Surveillance (Insight-to-Oversight) Continuum



Level of insight contingent on defining an acceptable risk:

Government Quality Assurance Surveillance Plan (QASP)



Based on “Risk Management”

FYI: Quality and Surveillance

- **The contractor has primary responsibility for ensuring the quality and timeliness of their goods or services in meeting contract performance standards**
- **Your job will be to assess the contractor's performance to ensure it conforms to contract performance requirements.**
 - **Unsatisfactory performance may jeopardize a project or may directly impact an organization's ability to perform its mission.**
- **Practice insight.....not oversight**
 - **Your role is to validate the contractor's quality system, not duplicate it.**

Performing Acceptance



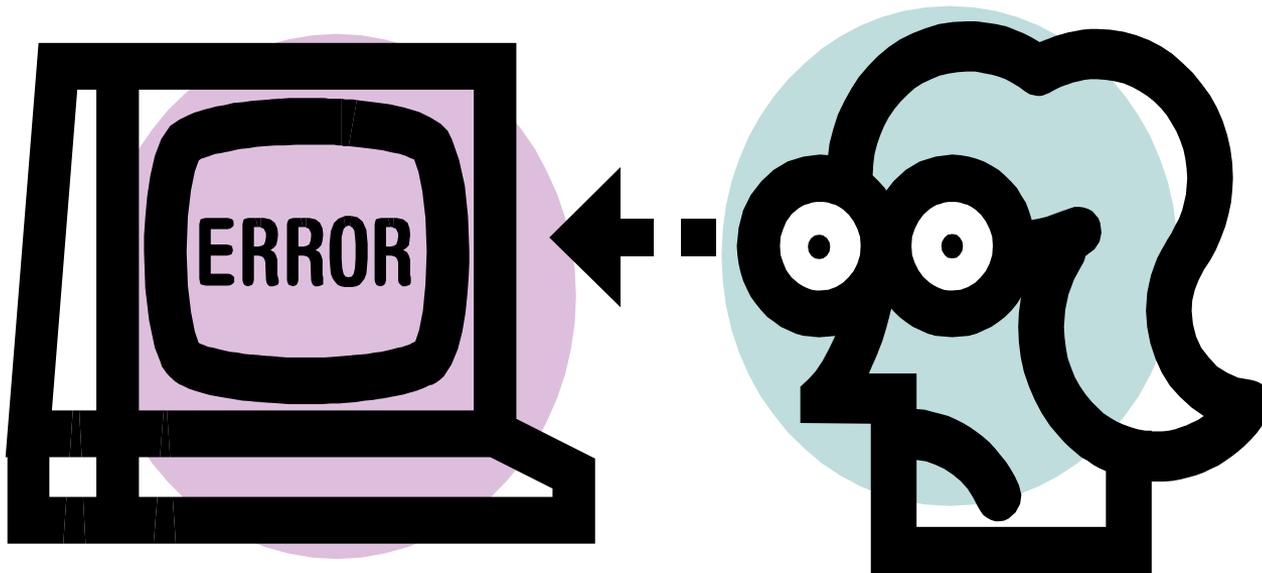
**Acknowledgement
that the supplies
and/or services
conform with the
contract quality and
quantity
requirements**

How to “Accept”

- **Acceptance is the responsibility of the contracting officer; the COTR may have delegated authority**
- **May take place before, after, or at the time of delivery**
- **Supplies or services ordinarily shall not be accepted before completion of Government contract quality assurance actions**
- **Ordinarily shall be evidenced by execution of an acceptance certification on an inspection or receiving report form or commercial shipping document/packing list**

Exceptions to Acceptance

- **Exceptions to final acceptance:**
 - Latent defects
 - Fraud
 - Gross mistakes amounting to fraud



Latent Defects

Not readily noticeable
upon a reasonable inspection
at the time of acceptance



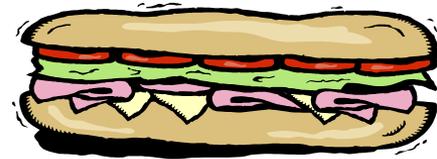
Dept of Defense Form 250

- **The DD 250 is a Government multipurpose report used as:**
 - **Acceptance of equipment/data by the Government**
 - **The Contractor's invoice for payment**
 - **A packing list for shipping and receiving**
 - **Evidence of Government Quality inspection**

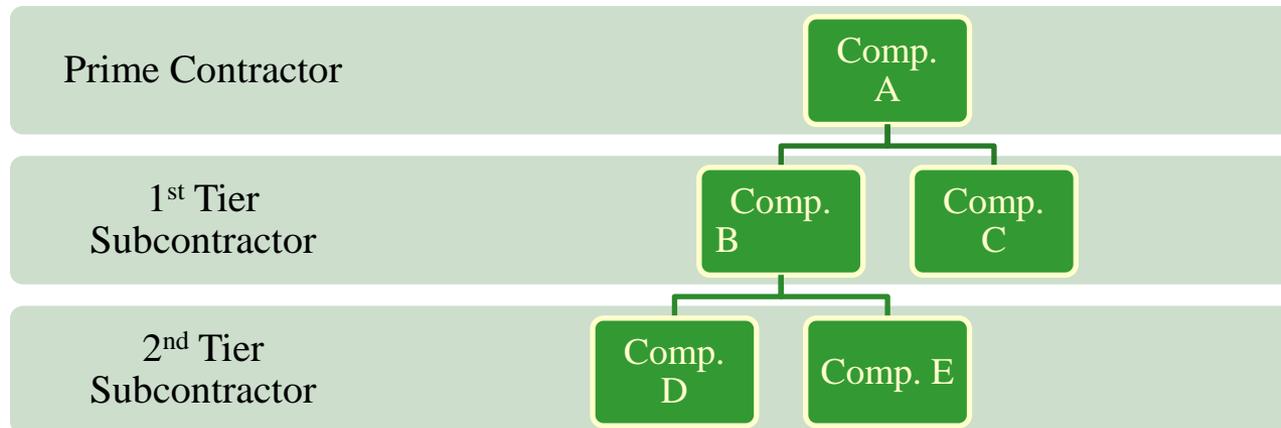
Payment

- **COTR payment responsibilities**
 - Review and concur on fee vouchers
 - Review and concur on progress payment requests
 - Review and concur on invoices for milestone payments and payments on commercial item contracts
 - COTR typically does not review cost vouchers on cost type contracts. If the contractor has an approved accounting system DCAA authorizes direct pay and there is no requirement for the COTR to review the voucher.

Subcontracts: What they are not-



Subcontracts: What they are-



Subcontracts

Supplement
#11

➤ *Salient points:*

- Subcontracts are contracts entered into with subcontractors to furnish supplies or services to a prime contractor or another subcontractor
- Includes all types of agreements that obligate the Government to an expenditure of funds
- Consent to subcontract by CO prior to subcontract award:
 - CO/COTR determines when consent is necessary to protect the Government's interest
 - FAR requires consent in specific instances (FAR 52.244-2, 52.244-4)
 - Additional subcontracts requiring consent are identified in the contract
 - COTR reviews the subcontract and advises CO as to the adequacy of the scope of work, adequacy of quality and reliability provisions, and the applicability of flow-down requirements (e.g., IT security)
- “Privity of contract” : The direct contractual relationship between the Government and the prime contractor. Privity does not exist between the Government and a subcontractor at any tier.

Options

- **OPTION means a unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional quantities of the supplies or services called for in the contract, or may elect to extend the period of performance of the contract, provided that-**
 - **Government gives the contractor a preliminary written notice of its intent to extend, at least 60 days prior to expiration of the current period of performance (unless a different number of days is specified in the contract)**
- **The Contracting Officer may include options in contracts when it is in the Government's interest, whereby-**
 - **The Government needs continuity of operations**
 - **There is an anticipated need for the goods or services beyond the first contract period**
- **The Contracting Officer, after considering price and other factors, documents the file with a written analysis and determination. (See FAR 17.207 and NFS 1817.207-70)**

Past Performance Survey

- **Past performance information is relevant for future source selection purposes and is required on all contracts \$100K or greater**
- **Within 60 days of the anniversary date of contract award the contracting officers must conduct interim evaluations of performance**

Note: A final evaluation is conducted for the entire performance period.
Award fee contracts – survey must be consistent with award fee evaluation

- **Evaluations must reflect both shortcomings and achievements during performance**
 - Be realistic, and be accurate
- **The evaluation should also elicit the contractors views on performance roadblocks caused by the Government or other sources**



National Aeronautics and Space Administration
Marshall Space Flight Center

Evaluation of Performance

(Source Selection Information)

(See FAR 42.15 and NFS 1842.15)

CONTRACT/PO NO.	INTERIM FINAL	CAGE CODE:	EVALUATION PERIOD From:
-----------------	------------------	------------	----------------------------

NOTE: THE SECTION BELOW WILL AUTOMATICALLY APPEAR WHEN THE CONTRACT NUMBER IS ENTERED.

CONTRACTOR (Include address)	AWARD DATE	COMP DATE	NAICS CODE:
	CONTRACT TYPE:		TOTAL VALUE:

DESCRIPTION OF WORK BEING EVALUATED

IN THE SECTIONS BELOW, RATE AND DESCRIBE THE CONTRACTOR'S PERFORMANCE (Guidelines on Work Page (W) below)

QUALITY (Rating: 1 - 5)	1 POOR/UNSATISFACTORY <input type="checkbox"/>	2 SATISFACTORY <input type="checkbox"/>	3 GOOD <input type="checkbox"/>	4 VERY GOOD <input type="checkbox"/>	5 EXCELLENT <input type="checkbox"/>
TIMELINESS (Rating: 1 - 5)	1 POOR/UNSATISFACTORY <input type="checkbox"/>	2 SATISFACTORY <input type="checkbox"/>	3 GOOD <input type="checkbox"/>	4 VERY GOOD <input type="checkbox"/>	5 EXCELLENT <input type="checkbox"/>
PRICE/COST (Rating: 1 - 5)	1 POOR/UNSATISFACTORY <input type="checkbox"/>	2 SATISFACTORY <input type="checkbox"/>	3 GOOD <input type="checkbox"/>	4 VERY GOOD <input type="checkbox"/>	5 EXCELLENT <input type="checkbox"/>
OTHER (Rating: 1 - 5)	1 POOR/UNSATISFACTORY <input type="checkbox"/>	2 SATISFACTORY <input type="checkbox"/>	3 GOOD <input type="checkbox"/>	4 VERY GOOD <input type="checkbox"/>	5 EXCELLENT <input type="checkbox"/>

DISCUSSION OF EVALUATION WITH CONTRACTOR (Date and Participants)

TECHNICAL OR OTHER EVALUATORS	CONTRACTING OFFICER (Typed Name)		CONTRACTING OFFICER (Signature)
	TELEPHONE	DATE	

Contractor's Comments on Evaluation

IN THE SECTIONS BELOW, THE CONTRACTOR MAY COMMENT ON THE EVALUATION

QUALITY

NASA's REVIEW OF ANY DISAGREEMENTS

TIMELINESS

NASA's REVIEW OF ANY DISAGREEMENTS

PRICE/COST

NASA's REVIEW OF ANY DISAGREEMENTS

OTHER

NASA's REVIEW OF ANY DISAGREEMENTS

NAME OF PERSON PROVIDING COMMENTS		E-MAIL ADDRESS		NAME OF REVIEWING OFFICIAL		DATE
TELEPHONE	DATE	SIGNATURE OF PERSON PROVIDING COMMENTS		SIGNATURE OF REVIEWING OFFICIAL		

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Contract Closeout

- **A contract is physically complete when –**
 - The required deliveries have been made and the Government has inspected and accepted the items (including any deliverables under exercised options)
 - The contractor has performed all services required and the Government has accepted the services (including services performed under exercised options)
 - The Government has terminated the contract in its entirety
 - Facility contracts are physically complete when either the contract has been terminated or the contract period of performance has ended
- **A contract is administratively complete once the final invoice has been paid. This takes place after such things as Government property is dispositioned, new technology/patent/royalty reports are cleared, indirect cost rates are settled, audit is completed and the contractor closing statement is submitted.**

Contract Closeout

(Continued)

- **Salient points (continued):**
 - **COTR responsibilities**
 - Know when or to what degree contract work has been completed and certify to Contracting Officer
 - Physical completion
 - Packaging and shipping
 - Documentation satisfactorily completed and delivered
 - All Contract reports are submitted
 - Assist contracting officer and others pursuing Government's interest
 - Intellectual property rights disposition
 - Development and maintenance of programmatic files

Contract Closeout

(Continued)

- **COTR Responsibilities (continued)**
 - Provide input on Government property disposition
 - Review contract funding to ensure adequate funding remains on contract to pay closeout costs and delayed billings. Any excess funds should be identified for deobligation.
 - Provide timely and accurate input to the final past performance survey (this is in addition to the annual reports).
 - Review and sign off on the contractor's final New Technology Report (if report is required by the contract).
 - Ensure that the Document Availability Authorization (NASA Form 1676) is initiated, coordinated with the Center Scientific Technical Information (STI) Publication Manager and after approval provided to the Center STI/Publication Manager.
 - Sign the Certificate of Performance.
 - Reference: NPD1440.6, NASA Records Management, NPR1441.1, NASA Records Retention Schedules.

Marshall's Electronic Office (METRO)

The MSFC Procurement Homepage

<http://ec.msfc.nasa.gov/msfc/metro/metro.shtml>

APPENDIX A

Acronyms

ASBCA – Armed Services Board of Contract Appeals

ACO – Administrative Contracting Officer

ACWP – Actual Cost of Work Performed

ADR – Alternate Disputes Resolution

AMS – Acquisition Management System

AO – Announcement of Opportunity

AOO – Accounting Operations Office

AQL – Acceptable Quality Level

BAA – Broad Agency Announcement

BAC – Budget At Completion

BCWP – Budgeted Cost of Work Performed

BCWS – Budgeted Cost of Work Scheduled

BPA – Blanket Purchase Agreement

CA – Cooperative Agreement

CAAS – Contract Administration and Audit Services

CAN – Cooperative Agreement Notice

CAP – Contractor Acquired Property

CaER – Customer and Employee Relations

CCR – Contractor Cost Report

CER – Cost Estimating Relationship

CER – Center Export Representative

CFO – Chief Finance Office

CIO – Chief Information Officer

CO – Contracting Officer

Comp Gen – Comptroller General

COTR – CO's Technical Representative

CPAF – Cost Plus Award Fee

CPIF – Cost Plus Incentive Fee

CPIF/AF – Cost Plus Incentive Fee/Award Fee

CPFF – Cost Plus Fixed Fee

CMM – Contract Management Module

CR – Cost Reimbursement

C/U – Colleges/Universities

DAA – Document Availability Authorization

DCAA – Defense Contract Audit Agency

DCMA – Defense Contract Management Agency

DHHS – Department of Human Health & Services

DPD – Data Procurement Documentation

DR – Data Requirement

APPENDIX A

Acronyms

DRD – Data Requirements Description	IAGP – Installation Accountable Gov't Property
EEE – Electronic, Electromagnetic, Electrical	IBR – Integrated Baseline Review
EEO – Equal Employment Opportunity Office	IEMP – Integrated Enterprise Management Program
EPA – Economic Price Adjustment	IFB – Invitation for Bid
ESMD – Exploration Systems Mission Directorate	IDIQ – Indefinite Delivery and Indefinite Quantity
EVM – Earned Value Management	IPAR – Individual Procurement Action Report
EVMS – Earned Value Measurement System	IPO – Industrial Property Officer
FAR – Federal Acquisition Regulation	IPT – Integrated Product Team
FedBizOps – Federal Business Operations	IT – Information Technology
FDO – Fee Determination Official	JAUP – Justification for Acceptance of an Unsolicited Proposal
FFP – Firm Fixed Price	JIT – Just In Time
FP – Fixed Price	JOFOC – Justification for Other than Full and Open Competition
FPIF – Fixed Price Incentive Fee	KISS – Keep It Simple Sweetheart
FPR – Final Proposal Revision	LOC – Limitation Of Cost
G & A – General & Administrative	LOD – Letter of Delegation
GAO – General Accounting Office	LOE – Level Of Effort
GFP – Government Furnished Property	LOF – Limitation Of Funds
GMIP – Government Mandatory Inspection Point	
GSA – General Services Administration	
HQ – Headquarters	

APPENDIX A

Acronyms

MADR – Maximum Allowable Deficiency Rate

MAQL – Minimum Acceptable Quality Level

MARTS – Marshall Accounting and Resource Tracking System

MOU – Memorandum of Understanding

MWI – Marshall Work Instruction

MPD – Marshall Policy Directive

MPR – Marshall Procedural Requirements

MTCR – Missile Technology Control Regime

NAIS – NASA Acquisition Internet Service

NCASPG – NASA Contract Administration Services Policy Group

NEMS – NASA Equipment Management System

NFS – NASA FAR Supplement

NPD – NASA Policy Directive

NPO – Non-Profit Organization

NPR – NASA Procedural Requirements

NPT – Nuclear Proliferation Treaty

NRA – NASA Research Announcement

NSSC – NASA Shared Services Center

NTE – Not To Exceed

OCI – Organizational Conflict of Interest

ODC – Other Direct Cost

ODIN – Outsourcing Desktop Initiative for NASA

OFPP – Office of Federal Procurement Policy

OGE – Office of Government Ethics
OMB – Office of Management and Budget

ONR – Office of Naval Research

OTB – Over Target Baseline

OWI – Organizational Work Instruction

PBC – Performance-Based Contract

PEB – Performance Evaluation Board

PIC – Procurement Information Circular

PO – Purchase Order

POP – Period of Performance

PEP – Performance Evaluation Plan

PNM – Price Negotiation Memorandum

PP&E – Property, Plant and Equipment

PPB&E - Program Planning, Budgeting and Execution

APPENDIX A

Acronyms

PPM – Prenegotiation Position Memorandum	SBU – Sensitive But Unclassified
PR – Purchase Request	SAP – (Not an acronym)
PWS – Performance Work Statement	SEB – Source Evaluation Board
QAR – Quality Assurance Representative	SEC – Source Evaluation Committee
QASP – Quality Assurance Surveillance Plan	SEMO – Supply & Equipment Management Officer
R&D – Research and Development	SEPPS – Specialized Engineering and Project Planning Support
RBAM – Risk Based Acquisition Management	SOMD – Space Operations Mission Directorate
RCRA – Resource Conservation and Recovery Act of 1976 (42 USC 6962)	SOW – Statement of Work
RDSS – Recommendation and Determination for Single Source	SSA – Source Selection Authority
Reps & Certs – Representations and Certifications	STI – Scientific and Technical Information
RFP – Request For Proposal	STE – Special Test Equipment
RFQ – Request for Quotation	TCO - Termination Contracting Officer
RLV – Reusable Launch Vehicle	TOP – Task Order Plan
RMO – Resident Management Office	TOR – Task Order Request
SAT – Simplified Acquisition Threshold	UCA – Undefinitized Contract Action
S&MA – Safety and Mission Assurance	UCC – Uniform Commercial Code
SBA – Small Business Administration	USML – United States Munitions List
SBIR – Small Business Innovative Research	WBS – Work Breakdown Structure

APPENDIX B

Definitions of Terms/Concepts

8(a) Contract – A contract with a small business registered by the Small Business Administration as a disadvantaged small business firm. Normally such a contract will not exceed \$3,500,000.

Acceptance – The act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

Allowable Cost – A cost that is reasonable, allocable, within accepted standards [which includes being within the contractor's disclosed cost accounting standards], or otherwise conforms to generally accepted accounting principles, specific limitations or exclusions, or agreed-to terms between contractual parties.

Award Term Contract – A method in which the contractor's performance is measured periodically against specified benchmarks. Continuation of the contract is allowed so long the contractor meets or exceeds those standards.

Authority – The power delegated by a principal to his or her agent; a right to exercise power.

Actual authority: Authority that the principal intentionally confers on the agent or allows the agent to believe him- or herself to possess.

Apparent authority: The principal knowingly permits the agent to exercise authority, though not actually granted. **Express authority:**

Authority delegated to an agent intentionally, distinctly, plainly; expressed orally, or in writing.

Implied authority: Authority implied from the principal's conduct; it includes only such acts as are incident and necessary to the exercise of the authority expressly granted. (Source:

NCMA's Desktop Guide to Basic Contract Terms, 3rd Edi, NCMA)

APPENDIX B

Definitions of Terms/Concepts

Breach of Contract – The failure, without legal excuse, to perform any promise that forms the whole or part of a contract. ***Anticipatory breach*** occurs when the promisor, without justification and before he or she has committed a breach, makes a positive statement to the promisee indicating he or she will not or cannot perform his or her contractual duties. (Desktop Guide to Basic Contracting Terms, 3rd ed., NCMA).

Change Order – A unilateral written order signed by the CO, authorized by contract clause to modify contractual requirements within the general scope of the contract.

Christian Doctrine – The view that clauses that impact a “significant or deeply ingrained strand of public procurement policy” are incorporated by operation of law into a Government contract even when omitted from the contract. See *G.L Christian and Assocs. v. United States*, 312 F.2d 418, 160 Ct.Cl. 1 (1963). The principle underlying the Christian Doctrine is that government regulations have the force and effect of law, and Government personnel may not deviate from the law without proper authorization. The boards and courts charge prospective contractors with knowing what the law requires and knowing the limitations of the authority of government acquisition personnel. Another aspect of *Christian* is that the clause at issue must be a mandatory contract clause. Just because a clause is “mandatory” does NOT alone mean that is covered under *Christian*. It has to be mandatory and significantly impact public procurement policy. Thus, there is still some subjectivity.

Closeout – A process for confirming that the obligations of the contract were met as expected.

Complex Item – A product that has quality characteristics not wholly visible in the end item, for which contract conformance cannot be determined through inspection, measurement, and/or test of the end item, and for which conformance can only be established progressively through the item's life by precise measurements, tests, and controls applied. Examples of complex items include assemblies, machinery, equipment, subsystems, systems, and platforms.

APPENDIX B

Definitions of Terms/Concepts

Complex Work – The design, manufacture, fabrication, assembly, testing, integration, operation, maintenance, refurbishment, or repair of complex items.

Condition – In its most extended meaning, a condition is a clause in a contract or agreement which has for its object to suspend, rescind or modify the principal obligation. Put another way, a condition is any portion of an agreement which regulates what the parties have a mind should be done if a case they foresee should come to pass.

Constructive Change – Any action by a Contracting Officer (or other authorized Government representative) which is not a formal change order, but which has the effect of requiring the contractor to perform work different from that prescribed by the original terms of the contract – *Constructive* comes from the verb *to construe* (that is, to place a certain meaning on), not *to construct*. It is “That which is established by the mind of the law in its act of construing facts, conduct, circumstances, or instruments. [I.e., it’s more than a person’s opinion.] That which has not the character assigned to it in its own essential nature, but acquires such character in consequence of the way in which it is regarded by a rule or policy of law; hence, inferred, implied, or made out by legal interpretation.” (Desktop Guide to Basic Contracting Terms, 3rd ed., NCMA).

Contract – A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements.

APPENDIX B

Definitions of Terms/Concepts

Contract Administration – All relationships between the Government and the contractor that arise out of contract performance. It encompasses all dealings between the parties from the time the contract is awarded until the work has been completed and accepted, disputes have been resolved, and final payment has been made. As such, contract administration constitutes that primary part of the procurement process that assures the government gets what it paid for. While the legal requirements of the contract are determinative of the proper course of action of government officials in administering a contract, the exercise of skill and judgment is often required in order to effectively protect the public interest.

Contract Administration Office – An office that performs assigned post-award functions related to the administration of contracts and assigned pre-award functions.

Contract Clause or **Clause** – A term or condition used in contracts or in both solicitations and contracts, and applying after contract award, or both before and after award.

Contract Interpretation – The process of determining what the parties agreed to in their bargain. This process involves the meaning of words, supplying missing terms and filling gaps, resolving ambiguities, and sometimes ruling that parties are bound to perform in a manner that appears contrary to the words of the contractual document.

Contract Modification – Any written change in the terms of a contract.

Contracting – Purchasing, renting, leasing, or otherwise obtaining supplies or services from nonfederal sources. Contracting includes description (but not determination) of supplies and services required, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. It does not include making grants or cooperative agreements.

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Definitions of Terms/Concepts

Contracting Activity – An element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. In NASA includes the NASA Headquarters installation, the NASA Shared Services Center, and the following field installations: Ames Research Center, Dryden Flight Research Center, Glenn Research Center at Lewis Field, Goddard Space Flight Center, Johnson Space Center, Kennedy Space Center, Langley Research Center, Marshall Space Flight Center and Stennis Space Center. A major program that may have contracts at multiple field centers may also be considered a “contracting activity.”

Contracting Office – An office that awards or executes a contract for supplies or services and performs post-award functions not assigned to a contract administration office.

Contracting Officer – A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. **Administrative contracting officer** (ACO) refers to a contracting officer who is administering contracts. **Termination contracting officer** (TCO) refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas.

Contractor Acquired Property – Property acquired or otherwise provided by the contractor for performing a contract and to which the government has title.

APPENDIX B

Definitions of Terms/Concepts

Cooperative Agreement – Not a contract but a means of supporting/obtaining basic or applied research. Used with Universities and not-for-profit organizations in lieu of a grant when a significant amount of Government involvement or participation will be required during the conduct of the research. Used with for-profit firms when the firm agrees to contribute at least 50% of the cost of the research. Firms sometimes find a cooperative agreement more advantageous if the research proposed has high correlation with the firm's non-NASA market strategy because the 50% contribution can be funded with planned corporate independent research and development (IR&D) funds.

Cost Objective – A function, organizational subdivision, contract, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capitalized projects, etc. (*Caution: Each contractor's pools and allocations are unique.*)

Cost or Pricing Data – All verifiable facts that could reasonably have a significant effect on price negotiations and are available at the time of agreement on price.

Cost-Plus-Fee Contract – A cost reimbursement contract where the Contractor also is paid a fee. Can be a fixed (or set) fee arrangement or where the fee is adjusted based on excellence of Contractor performance such as an objective incentive fee (typically attached to cost, schedule or technical milestones) or a subjective award fee, or a combination objective/subjective fee arrangement.

Cost-Reimbursement Contract – A contract where the contractor is reimbursed for all allowable costs incurred in performance of the contract.

APPENDIX B

Definitions of Terms/Concepts

Critical – The condition where failure to comply with prescribed contract requirements can potentially result in loss of life, serious personal injury, loss of mission, or loss of a significant mission resource. Common uses of the term include critical work, critical processes, critical attributes, and critical items.

Cure Notice – A notice sent to the Contractor referencing a performance deficiency and requiring the Contractor to, within 10 days, notify the Government what actions it intends to take that will cure the cited performance deficiency.

Delegated Agency – An organization providing Contract Administration Services (CAS) quality assurance support to NASA on designated contracts. Delegated agencies that provide NASA CAS support include the Defense Contract Management Agency (DCMA) and the Office of Naval Research (ONR). Also includes the Defense Contract Audit Agency (DCAA) when referring to audit support.

Delivery Order – An order for supplies placed against an established contract or with Government sources.

Delivery Order Contract – A contract for supplies that does not procure or specify a firm quantity of supplies (other than a minimum or maximum quantity) and that provides for the issuance of orders for the delivery of supplies during the period of the contract.

Depreciation – A charge to current operations that distributes the cost of a tangible capital asset, less estimated residual value, over the estimated useful life of the asset in a systematic and logical manner. It does not involve a process of valuation. Useful life refers to the prospective period of economic usefulness in a particular contractor's operations as distinguished from physical life; it is evidenced by the actual or estimated retirement and replacement practice of the contractor.

APPENDIX B

Definitions of Terms/Concepts

Deviation – A written authorization, granted prior to the manufacture of an item, to depart from a particular requirement(s) of an item's current approved configuration for a specific number of units or a specific period of time.

Direct Cost – Any cost that is identified specifically with a particular final cost objective. Direct costs are not limited to items that are incorporated in the end product as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified specifically with other final cost objectives of the contractor are direct costs of those cost objectives.

Equitable Adjustment - The compensation or price adjustment to which a contractor is entitled upon the occurrence of a change to the contract; keeps both parties whole. (Desktop Guide to Basic Contracting Terms, 3rd ed, NCMA)

Facilities – All property except space property, material, special tooling, or special test equipment.

Fee Determination Official – An individual, senior to the Performance Evaluation Board membership, appointed by the Center Director to determine the amount of award fee earned by a contractor for a specified period of time. For Space Shuttle and International Space Station contracts, the FDO is the Deputy Associate Administrator (DAA) for the International Space Station and Space Shuttle Programs.

Final Acceptance – The act of an authorized representative of the Government by which the Government, for itself or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

APPENDIX B

Definitions of Terms/Concepts

Final Indirect Cost Rate – The indirect cost rate established and agreed upon by the Government and the contractor as not subject to change. It is usually established after the close of the contractor’s fiscal year (unless the parties decide upon a different period) to which it applies. For cost-reimbursement research and development contracts with educational institutions, it may be predetermined; that is, established for a future period on the basis of cost experience with similar contracts, together with supporting data.

Firm Fixed-Price Contract – A contract where the price of the effort is not subject to adjustment based on the contractor’s cost experience.

Fringe Benefits – Allowances and services provided to employees in addition to their salaries and wages. Fringe benefits may include, but are not limited to, vacations, sick leave, holidays, military vacations, sick leave, holidays, military leave, insurance, and supplemental unemployment benefits. *(Caution: Each contractor’s pools and allocations are unique.)*

General and Administrative (G&A) Expense – (1) Indirect expenses related to the overall business. Expenses for a company’s general and executive offices, executive compensation, staff services, and other miscellaneous support purposes. (2) Any indirect management, financial, or other expense that is not assignable to program’s direct overhead charges for engineering, manufacturing, materials, etc., but, is routinely incurred by or allotted to a business unit, and is for the general management and administration of the business as a whole. *(Caution: Each contractor’s pools and allocations are unique.)*

Government Contract Quality Assurance – Quality assurance functions performed by, or for, the Government at the contract location to determine whether a contractor has fulfilled the contract obligations pertaining to contract quality. Safety, reliability, and maintainability functions are also included within the scope of this term.

APPENDIX B

Definitions of Terms/Concepts

Government-Furnished Property – Property in possession of, or directly acquired by the government, then provided to the contractor.

Government Mandatory Inspection Point (GMIP) – NASA-mandated product assurance actions that must be performed at, or prior to, a specific point in the product's life by NASA or a delegated agent of NASA. Product assurance actions include product examination, process witnessing, and record review (often referred to as "verification"). Delegated agents include non-NASA Government agencies and quality assurance support contractors that are independent of the contractor under surveillance.

Government Property – All property owned by the government or acquired by the government under a contract.

Grant – Not a contract but a means of supporting/obtaining research through participation with universities or not-for-profit organizations (and even for-profits).

Indemnification – An agreement that provides for one party to bear the monetary costs, either directly or by reimbursement, for losses incurred by a second party. In certain situations NASA can indemnify space flight systems such as the Space Shuttle pursuant to Pub. L. 85-804. (See FAR 51.101-1(a).)

Indirect Cost – Any cost not directly identifiable to a specific cost object, but subject to two or more cost objectives. (*Caution: Each contractor's pools and allocations are unique.*)

Indirect cost rate – The percentage or dollar factor that expresses the ratio of indirect expense incurred in a given period to direct labor cost, manufacturing cost, or another appropriate base for the same period (see also "final indirect cost rate").

APPENDIX B

Definitions of Terms/Concepts

Inherently Governmental Function – One that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion in applying Government authority or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: (1) the act of governing, i.e., the discretionary exercise of Government authority, and (2) monetary transactions and entitlement. (OFPP Letter 92-1)

Insight – Surveillance mode requiring only the *monitoring of customer-reported metrics and contracted milestones*. Insight is a continuum that can range from low intensity, such as reviewing quarterly reports, to high intensity, such as the customer performing surveys and reviews. Customer can (and probably will) concur with metrics to be tracked and reported.

Inspection – Examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements except as otherwise provided in FAR 46.407.

Interagency Order – An order with another government agency to satisfy an agency's need for goods or services.

In writing (also, “writing” or “written”) – Any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Latent Defects – Defects hidden from sight and knowledge, existing at the time of acceptance, which are not discoverable by a reasonable inspection.

APPENDIX B

Definitions of Terms/Concepts

Make-or-buy program – That part of a contractor’s written plan for a contract identifying those major items (i.e., does not include materials, supplies, and miscellaneous services) to be produced or work efforts to be performed in the prime contractor’s facilities and those to be subcontracted.

Material – Property incorporated into, or attached to the end item; expended or consumed in performing the contract.

May – Verb used in a contract to denote the permissive. *However*, the words "no person may " mean that no person is required, authorized, or permitted to do the act described.

Monitor – An individual appointed to provide continuous evaluation of the contractor’s performance in specifically assigned areas of responsibility.

NASA Research Announcement – A form of solicitation where NASA solicits ideas/concept proposals for basic or applied research. Proposal selection can result in award of contracts, grants of cooperative agreements.

Negotiation – (1) A process between buyers and sellers seeking to reach mutual agreement on a matter of common concern through fact-finding, bargaining, and persuasion. (2) Government acquisition of supplies and services, including construction, by other-than-sealed-bidding procedures. (Desktop Guide to Basic Contracting Terms, 3rd ed, NCMA)

Non-personal Services Contract – A contract under which the personnel rendering the service are not subject, either by express terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees.

APPENDIX B

Definitions of Terms/Concepts

Outside the General Scope of the Contract – The effort (or change) is a cardinal change; that is, one having the effect of making the work as performed not essentially the same work as the parties bargained for when the contract was awarded, and thus constituting a breach of contract by the government. (Desktop Guide to Basic Contracting Terms, 3rd ed, NCMA)

Oversight – Surveillance mode which is *in-line with the supplier's processes*. The customer retains and exercises the right to concur or non-concur with certain supplier decisions. Non-concurrence must be resolved before the supplier can proceed. Oversight is a continuum that can range from low intensity, such as customer concurrence in reviews (e.g. PDR, CDR), to high intensity oversight, in which the customer has day-to-day involvement in the supplier's decision-making process (e.g., hardware inspections).

Performance-Based Contracting – Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work.

Performance Evaluation Board (PEB) – A group of senior MSFC officials appointed by the Center Director to evaluate a contractor's overall performance for the award fee evaluation period which leads to a recommended award fee amount to the Fee Determination Official (FDO).

APPENDIX B

Definitions of Terms/Concepts

PEB Executive Secretary – An individual appointed to coordinate the overall administrative operations of the PEB in all phases of the award fee process.

Personal Services Contract – A contract that, by its express terms or as administered, makes the contractor personnel appear, in effect, to be government employees. Except in very limited situations, NASA policy is not to acquire personal services by contract but rather by personnel appointment.

Plant Equipment – Property of a personal nature.

Price – Cost plus any fee or profit applicable to the contract type.

Prime Contractor – An entity holding a government contract.

Privity of contract – (1) The direct legal (contractual) relationship that exists between parties that allows either party to (a) enforce contractual rights against the other party, and (b) seek remedy directly from the other party with whom this relationship exists. (2) The legal relationship between two parties to the same contract. The Government has “privity of contract” with the prime contractor. Therefore, the Government’s relationship with subcontractors is channeled through prime contractor-directed activities; only the prime contractor is authorized to direct the subcontractor. Privity does not exist between the Government and a subcontractor at any tier.

Protest – A vehicle for redress by means of a written objection, to the Contracting Officer or General Accounting Office (GAO), by an interested party to a solicitation or proposed award of a contract.

Real Property – Land, utilities and buildings.

APPENDIX B

Definitions of Terms/Concepts

Senior Procurement Executive – The Assistant Administrator or Deputy Assistant Administrator for Procurement, Office of Procurement, NASA Headquarters.

Services – Work done by one person or group that benefits another. Unless otherwise indicated, both professional and technical services as well as services performed under a service contract.

Services Contract – A contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item. A services contract can be either a *non-personal* or *personal* services contract.

Shall – Verb used in a contract to denote imperative action.

Show Cause Letter – A letter to the Contractor stating a performance deficiency and requiring the Contractor to reply with its rationale for why the contract should not be terminated for default.

Simplified Acquisition – A contract instrument of \$100,000 or less. Commonly referred to as a small purchase or purchase order.

Small Business Innovative Research Program – A federal program to foster the development of innovative concepts by small businesses. NASA proposals are selected by formal process led by NASA Headquarters. Proposals are selected for a \$75,000 Phase I fixed price contract and then, following Phase I performance, the most promising concepts are selected for a \$750,000 Phase II fixed-price contract.

APPENDIX B

Definitions of Terms/Concepts

Space Hardware – Government (NASA) owned property peculiar to the NASA mission. Excludes material, special test equipment, special tooling, and facilities.

Special Test Equipment – Test equipment for specialized testing under a particular contract.

Special Tooling – Tooling, molds and fixtures of such a specialized nature that without substantial modification, its use is limited to application under the contract.

Statement of Objectives (SOO) – a Government-prepared document incorporated into the solicitation that states the overall performance objectives. It is used in solicitations when the Government intends to provide the maximum flexibility to each offeror to propose an innovative approach. It may be used on both competitive and non-competitive acquisitions.

Statement of Work (SOW) – That portion of a contract describing the actual work to be done by means of specifications or other minimum requirements, quantities, performance date, and a statement of the requisite quality. A document that establishes and defines all technical requirements that the contractor is obligated to fulfill during performance of the contract.

Subcontract – Any contract entered into by a party to furnish supplies or services for performance of a prime contract or subcontract. It includes but is not limited to purchase orders, and changes and modifications to contracts or purchase orders.

Subcontractor – Any supplier, distributor, vendor or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

Supplies – All property except land or interest in land. It includes (but is not limited to) public works, buildings, and facilities; ships, floating equipment, and vessels of every character, type, and description, together with parts and accessories; aircraft and aircraft parts, accessories, and equipment; machine tools; and the alteration or installation of any of the foregoing.

Task order – An order for services placed against an established contract or with Government sources.

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Definitions of Terms/Concepts

Task order – An order for services placed against an established contract or with Government sources.

Task order contract – A contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract.

Terms and conditions – General and special arrangements, provisions, requirements, rules, specifications, and standards that form an integral part of an agreement or contract. **Term:** positive stipulation of the agreement or contract. **Condition:** In its most extended meaning, a condition is a clause in a contract or agreement which has for its object to suspend, rescind or modify the principal obligation. Put another way, a condition is any portion of an agreement or contract that regulates what the parties have a mind should be done if a case they foresee should come to pass.

Undefinitized Contract Action – A unilateral or bilateral contract modification or delivery/task order in which the final price or estimated cost and fee have not been negotiated and mutually agreed to by NASA and the Contractor.

Unsolicited Proposal – A written proposal for a new or innovative idea that is submitted to an agency on the initiative of the offeror for the purpose of obtaining a contract with the Government, and that is not in response to a request for proposals, Broad Agency Announcement, Small Business Innovation Research topic, Small Business Technology Transfer Research topic, Program Research and Development Announcement, or any other Government-initiated solicitation or program.

APPENDIX B

Definitions of Terms/Concepts

Waiver – A written authorization, granted after the manufacture, or after being submitted for Government inspection or acceptance, but nevertheless is considered suitable for use “as is” or after repair is approved. To depart from a particular requirement(s) of an item’s current approved configuration for a specific number of units or a specific period of time.

Warranty – A promise or affirmation given by a contractor to the Government regarding the nature, usefulness, or condition of the supplies or performance of services furnished under the contract.

Within the General Scope of the Contract – The effort (or change) is interstitial. That is, the finished product (or service) is essentially the same as was “fairly and reasonably within the contemplation of the parties when the contract was entered into.” (Freund vs. United States, 260 U.S. 60 [1922]). *Interstitial* means “Of, relating to, or occurring in a space, especially a small or narrow one, between things or parts.” (Webster’s II New Riverside University Dictionary)

Supplement #1

MSFC Procurement Organization

Policy Experts - Points of Contact

Area	Procurement Office Expert
Micro-Purchases (Credit Cards)	Amy Campbell (4-8620)
Procurement Information and Technology Systems	Dwight Clark (4-0720)
COTR Training	Marty Hanson (4-0989)
Performance Evaluation Boards (Award Fee)	Wendye Denise Gill-Bates (4-0097)
Unsolicited Proposals	Jannifer Matthews (5-2387)
Contract Close-out Status	Deborah Sales (Legacy) (4-5511)
Acquisition Forecast	Jannifer Matthews (5-2387)
Small Business Utilization	David Brock (4-0267)
HUB Zone Program	David Brock (4-0267)

Office of Procurement

PS01/Office of Procurement

<i>Butler, B.W.</i>	4-0253
<i>Whitson, K.E.</i>	4-0866
<i>Melton, W.S.</i>	4-0299
<i>Posey, E.L.</i>	4-0430
<i>Morris, S.D.</i>	4-0380
<i>Brock, D.E.</i>	4-0267
<i>Narrell, J.P.</i>	4-8048
<i>Grizzard, D.L.</i>	4-3299
<i>Thompson, F.B.</i>	4-8816

PS10/Policy & Information Management Office

<i>Foley-Batts, T.A.</i>	4-0335
<i>Fletcher, V.A.</i>	4-6564

PS12/Policy & Review Office

<i>Hanson, M.</i>	4-0989
<i>White, P.D.</i>	4-0337
<i>O'Donnell, K.D.</i>	4-8794
<i>Matthews, J.L.</i>	5-2387
<i>Gill-Bates, W.D.</i>	4-0097

PS14/Information Technology Systems Office

<i>Campbell, A.B.</i>	4-8620
<i>Clark, D.B.</i>	4-0720
<i>Glover, R.G.</i>	4-0288
<i>Sandt, A.K.</i>	4-2286

PS20/Engineering Support Office

<i>Iosco, D.A.</i>	4-0387
<i>Graham, J.</i>	5-3963

PS21 Engineering Systems Support Office

<i>Melton, R.C.</i>	4-6561
<i>Carson, K.S.</i>	4-0609
<i>Kummer, L.M.</i>	4-3457
<i>Crutcher-McCaskey</i>	4-3731
<i>Tobias, A.B.</i>	4-7519
<i>Stewart, S.S.</i>	4-5061
<i>Thomas, J.L.</i>	4-7893
<i>Hernandez, E.V.</i>	4-9605
<i>Rose, E.L.</i>	4-8231
<i>Christy, K.C.</i>	5-1538
<i>Bissell, T.M.</i>	4-1593
<i>Thomas, M.R.</i>	4-3370

PS22/Engineering Lab Support Office

<i>Sosebee, M.R.</i>	4-0415
<i>Burrough, J.P.</i>	4-0317
<i>Swearingen, J.S.</i>	4-1395
<i>Carson, T.H.</i>	4-6689
<i>Coffey, G.J.</i>	4-9187
<i>Kilpatrick, B.C.</i>	4-0310
<i>Campbell, M.R.</i>	4-6496
<i>Matthews, D.R.</i>	4-8945
<i>Hardy, C.H.</i>	4-7684
<i>Reid, D.M.</i>	5-1397
<i>James, R.R.</i>	4-2088

PS30/Institutional Support Office

<i>Craig, H. B.</i>	4-0515
<i>Moore, S.P.</i>	4-6650

PS31/CIO Center Support Office

<i>Jackson, J.S.</i>	4-8935
<i>DeHollander, W.D.</i>	4-0378
<i>Lindsey, V.</i>	4-4335
<i>Tate, B.F.</i>	4-7673

PS32/Operations & Business Support Office

<i>Helton, K.</i>	4-7179
<i>Whalen, L.C.</i>	4-4805
<i>Busbey, J.A.</i>	4-0896
<i>House, A.C.</i>	4-3507
<i>Stovall, A.C.</i>	4-0741
<i>Katterheinrich, C.L.</i>	4-0338
<i>Hickson, S.C.</i>	4-3933

PS33/Human Capital, Strategic Communications, & Mission Assurance Support Office

<i>Fenn, S.K.</i>	4-0285
<i>Harmon, W.T.</i>	4-5336
<i>Triplett, R.</i>	4-4096
<i>Terrell, A.C.</i>	4-6710
<i>Holden, B.J.</i>	4-5417
<i>Adams, E.M.</i>	4-0110
<i>Williams, K.N.</i>	4-1580
<i>Henson, B.A.</i>	4-8158
<i>McDonald, K.</i>	5-2975
<i>Sykes, E.D.</i>	4-7957

PS40/Space Transportation Support Office

<i>Pendley, G.E.</i>	4-2949
<i>Kuespert, L.E.</i>	4-0421

PS41/Solid Propulsion Support Office

<i>Williford, H.B.</i>	4-0373
<i>Cochran, T.C.</i>	4-1737
<i>Eversole, J.L.</i>	4-3196
<i>Carter, E.D.</i>	4-6720
<i>Ayers, A.J.</i>	4-9041
<i>Pledger, C.F.</i>	4-8433
<i>Holtzclaw W.L.</i>	4-3302

PS42/Liquid Propulsion Support Office

<i>McCaghren, J.B.</i>	4-5189
<i>Adams, K.J.</i>	4-1479
<i>Annerton, S.D.</i>	4-8429
<i>Brothers, P.B.</i>	4-4551
<i>Leslie, O.D.</i>	4-0474
<i>Casper, J.S.</i>	4-3294
<i>Zackery, A.D.</i>	4-3281
<i>McMillian, A.R.</i>	5-1339

PS43/Tankage Support Office

<i>Craig, K.D.</i>	4-5906
<i>Hanson, E. J.</i>	4-6340
<i>York, M. A.</i>	4-4028
<i>Morgan, D.G.</i>	4-0410
<i>Cooper, M.K.</i>	4-8753
<i>Speer, B.A.</i>	4-3038
<i>Roets, D.J.</i>	4-3487
<i>Blankenship, K.T.</i>	4-6409
<i>Erickson, D.L.</i>	5-0037

PS50/Science & Space Systems Support Office

<i>Stiles, M.</i>	4-0381
<i>Peterson, L.K.</i>	4-2718

PS51/Science Support Office

<i>Dodson, M.E.</i>	5-7454
<i>Stewart, J.M.</i>	5-7726
<i>Triplett, B.F.</i>	5-7650
<i>Jackson, B. R.</i>	5-7622
<i>Canter, S.W.</i>	5-7598
<i>Walter, I.R.</i>	5-7054
<i>Rolf, V.M.</i>	5-7724

PS52/Systems Support Office

<i>Bailey, J.W.</i>	4-7409
<i>Alexander, G.A.</i>	5-7630
<i>Alexander, M.E.</i>	4-8344
<i>Southgate, L.P.</i>	4-0303
<i>Kaigler, B.S.</i>	4-0426
<i>Lawson, J.A.</i>	5-1186

Supplement #2

MSFC Center-Wide Contracts

Chart contains a list of George C. Marshall Space Flight Center (MSFC) ongoing support contracts. Majority of contracts identified on the list are routinely competed. List can serve as a planning tool for companies interested in procurement opportunities at MSFC.

POP EXPIRES	INCUMBENT	TITLE	CONTRACT/ TYPE	CO/CS	COTR	OFFICE
12/31/2008	Coastal International	Security Services	H34723D FFP/IDIQ	PS31/Carol Terrell (256) 544-6710	AS50/Larry Allen (256) 544-4629 or AS50/Mel Potts (256) 544-6114	Office of Center Operations
2/28/2013	Infopro Corp.	Marshall Engineering, Technician & Trades Support Services	NNM08AA20C CPAF	PS21/Kimberly Carson 544-0609	ES01/Billy Kaufman (256) 544-1418	Engineering Directorate
3/31/2010	Colsa Corporation	Configuration and Data Management Services	NNM07AA73C CPAF	PS21/Andrea Tobias (256) 544-7519	ED03/Jerry Baldwin (256) 544-0797	Engineering Directorate
1/31/2012	Bastion Technologies, Inc.	Safety and Mission Assurance Mission Services	NNM07AA74C CPAF	PS52/Glen Alexander (256) 544-3797	QD01/Terry Hamm (256) 544-7402	Safety and Mission Assurance Directorate
8/22/2010	Gana-A-'Yoo Services	Custodial and Waste Refuse Collection	NNM07AA97C FFP Hybrid IDIQ	PS32/Ketela Helton (256) 544-7179	AS24/Sarah Clemmons (256) 544-7845	Office of Center Operations
3/31/2012	Will Technology, Inc.	Center-wide Office of Human Capital Support Services	NNM07AA77C CPIF	PS33/Kimberly Williams (256) 544-1580	HS01/Beth Young (256)544-1412	Office of Human Capital
3/13/2012	Schaefer Corp.	Customer and Employee Relations	NNM07AA77C CPIF	PS33/Rhonnie Triplett (256) 544-4096	CS10/Elizabeth Newton (256) 544-3800	Office of Strategic Analysis & Communications
5/31/2013	Deltha-Critique Joint Venture	Centerwide Administrative Services	NNM08AA28C FFP/IDIQ	PS33/Kimberly Williams (256) 544-1580	HS01/Beth Young (256) 544-1412	Office of Human Capital
06/30/2010	OAO Corp.	Outsourcing Desktop Initiative	NNM08AA00D FP	PS31/Bill DeHollander (256) 544-0378	AS41/Burton Bright (256) 544-0334	Office of Center Operations
12/31/2008	GSA Federal Technology Services	NASA Integrated Services Network	NNM04AA51D FP	PS31/Bill DeHollander (256) 544-0378	IS40/Elizabeth Paschall (256) 544-2930	Office of the Chief Information Officer

POP EXPIRES	INCUMBENT	TITLE	CONTRACT/ TYPE	CO/CS	COTR	OFFICE
3/31/2010	Erica Lane Enterprises, Inc.	Monitor and Control of Building Automation Systems for Center Operations	NNM08AA13C FFP Hybrid IDIQ	PS32/Chris Katterheinrich (256) 544-0338	AS24/Norm Hawes (256) 544-4696	Office of Center Operations
10/31/2008	AJT & Associates	Occupational Medicine And Environmental Health Services	NAS8-03079/FFP Requirements	PS32/Anna Stovall (256) 544-0741	AS10/David Thaxton (256) 544-8371	Office of Center Operations
6/30/2013	EG&G Technical Services, Inc.	Center Operations Support Services	NNM08AA54C FFP/IDIQ	PS32/Christine Katterheinrich (256) 544-0338	AS24/Bobby Miller (256) 544-8819	Office of Center Operations
12/31/2008	Lear Siegler Services	Operations of Government Provided Aircraft	NNM04AD70P FFP/IDIQ	PS31/William DeHollander (256) 544-0378	AS40/Ed Cornelius (256) 544-5222	Office of Center Operations
12/31/2010	Colsa Corporation	Huntsville Operations Support Center	NNM04AA07C CPAF/IF	PS22/Lizette Kummer (256) 544-3457	EO02/Dale McElyea (256) 544-0372	Engineering Directorate
11/30/2009	Science Application International Corp.	Unified NASA Information Technology Services (UNITeS)	NNM04AA02C CPAF/ID-R	PS31/Brenda Tate (256) 544-7673	IS01/Rosanne Goss (256) 544-0909	Office of the Chief Information Officer
2/28/2010	Science Application International Corp.	Engineering Cost Analysis Technologies Development	NNM05AA21T FP/IDIQ	PS33/Eunice Adams (256) 544-4335	CS50/Linda Vestal (256) 544-0594	Office of Strategic Analysis and Communications

POP EXPIRES	INCUMBENT	TITLE	CONTRACT/ TYPE	CO/CS	COTR	OFFICE
3/31/2010	SEI Group	Facilities Engineering Design Services	NNM05AB09C CPFF	PS32/John Busbey (256) 544-0896	AS20/Randy Felder (256) 544-2754	Office of Center Operations
8/31/2010	Chugach Industries	Grounds Maintenance Services	NNM05AB32C FFP	PS32/Anna Stovall (256) 544-0741	AS20/Nell Clemmons (256) 544-7845	Office of Center Operations
9/8/2010	Great Southern Engineering (GSE)	Environmental Engineering Services	NNM05AB52C FFP	PS32/Ketela Helton (256) 544-7179	AS10/Allen Elliott (256) 544-0662	Office of Center Operations
9/30/2010	Digital Fusion Solutions, Inc.	Acquisition and Business Support Services	NNM05AD31C FFP	PS32/Artra House (256) 544-3507	RS30/Gary Gray (256) 544-8240	Office of the Chief Financial Officer
10/14/2010	Jacobs Technology, Inc.	Engineering, Scientific, and Technical Services	NNM05AB50C CPAF/IF/IDIQ	PS21/Eunice Rose (256) 544-8231	ED03/Virginia Garrison (256) 544-6719	Engineering Directorate
11/30/2010	CH2M Hill	Environmental Engineering Services	NNM05AB44C FFP	PS32/Ketela Helton (256) 544-7179	AS10/Daniel Adams (256) 544-1614	Office of Center Operations
4/15/2011	R. W. Beck	A&E Construction Phase Services, Value Engineering, and Total Building Commissioning	NNM06AA79C FFP	PS32/John Busbey (256) 544-0896	AS23/Mark Hyder (256) 544-8821	Office of Center Operations
7/31/2011	EG&G Logistics Services	Logistics Services	H36049D FFP/IDIQ	PS31/Ben Henson (256) 544-8158	AS40/Ed Cornelius (256) 544-5222	Office of Center Operations
6/30/2012	Teledyne Brown Engineering	Systems Development & Operations Support	NAS8-02060 CPIF/AF/IDIQ	PS51/Lynn Southgate (256) 544-0253	VP02/ Steve Spearman (256) 544-0587	Science and Mission System Office