

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract ID Code 08	Page 1	Pages 3
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2. AMENDMENT/MODIFICATION NO. 000017	3. EFFECTIVE DATE <b>JUL 10 2008</b>	4. REQUISITION/PURCHASE REQ. NO. See Page 1A	5. PROJECT NO. (if applicable)
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6. ISSUED BY CODE	PS33, MGO	7. ADMINISTERED BY (if other than Item 6) CODE	PS33, MGO
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Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
Will Technology, Incorporated 4835 University Square Suite 19 Huntsville, AL 35816		
		9B. DATED (SEE ITEM 11)

	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA77C
		10B. DATED (SEE ITEM 13) 03/20/2007

CODE	SAP ID# 130569	FACILITY CODE	CAGE 1RCM0
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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 1 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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Part 43.103(a) and 52.232-22, "Limitation of Funds" and the Changes Clause

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.) (ref. Clause B.2, Table B-1)

	Total Potential Estimated Cost	Total Potential Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	\$10,957,886	\$573,776	\$11,531,662	\$9,453,006
This Mod	\$ 0	\$ 0	\$ 0	\$ 71,163
New Total	\$10,957,886	\$573,776	\$11,531,662	\$9,524,169

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) (b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly N. Williams Contracting Officer
15B. DATE SIGNED (b)(4) <b>JUL 10 2008</b>	16B. UNITED STATES OF AMERICA BY Signature of Contracting Officer
	16C. DATE SIGNED <b>JUL 10 2008</b>

PR	Program Code	Amount
4200258390	LINE ITEM 1 – Incremental Funding \$9,682	\$9,682.00
4200260096	LINE ITEM 1 – (b)(4)	(b)(4)
	LINE ITEM 2 – (b)(4)	
	LINE ITEM 3 – (b)(4)	
	Total	\$71,163.00

A. The purpose of this modification is to provide \$71,163 incremental funding in accordance with contract clause B.6 (Contract Funding) and also incorporate MSFC Unique Clause 52.223-93, "Advanced Notification of Contractor Employee Discipline or Involuntary Termination, (FEB 2008), MSFC Unique Clause 52.223-94, Safety Performance and Evaluation, Evaluation Criteria, and Performance Recognition, (FEB 2008).

B. Accordingly, the allotted funding for the estimated cost is increased by \$71,163 (from \$7,507,356 to \$7,578,519), the allotted funding for the IDIQ estimated cost is increased by \$0 (from \$1,372,072 to \$1,372,072), the allotted funding for provisional cost incentive fee is increased by \$0 (from \$143,394 to \$143,394), and the allotted funding for provisional performance incentive fee is increased by \$0 (from \$430,184 to \$430,184). Thus, the total allotted funding for the contract is increased by \$71,163 (from \$9,453,006 to \$9,524,169).

C. Therefore, the contract is changed in the following particulars:  
 Section B, Clause B.6, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-7, is substituted in lieu thereof.

Section H, Clause H.11, SAFETY PERFORMANCE EVALUATION, is hereby deleted and being replaced with MSFC UNIQUE Clause H.11, ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (MSFC 52.223-93)(FEB 2008).

Section H, Clause H.13, MSFC UNIQUE CLAUSE 52.223-94, SAFETY PERFORMANCE AND EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION, (MSFC 52.223-94)(FEB 2008) is hereby incorporated into the contract.

D. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.

Section	Pages Added	Pages Deleted
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7	B-7
H, SPECIAL CONTRACT REQUIREMENTS	H-9 through H-15 (Mod 17)	H-9 through H-12 (Basic)

E. Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposals listed below, 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 said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract Change Identification  
 NNM07AA70C, Modification 17

Contractor Proposal Number  
 N/A

F. All other terms and conditions remain unchanged and in full force and effect.

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evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$8,950,591. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – October 31, 2008.

(b) An additional amount of \$573,578 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$7,507,356	\$71,163	\$7,578,519
IDIQ Estimated Cost	\$1,372,072	\$0	\$1,372,072
Provisional Cost Incentive Fee	\$143,394	\$0	\$143,394
Provisional Performance incentive Fee	\$430,184	\$0	\$430,184
Total Sum Allotted	\$9,453,006	\$71,163	\$9,524,169

**H.13 SAFETY PERFORMANCE AND EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (MSFC 52.223-94) (FEB 2008)**

**SAFETY PERFORMANCE EVALUATION**

**1. CONTRACTOR RESPONSIBILITY.** The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

**2. EVALUATION CRITERIA.** Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

**MANAGEMENT COMMITMENT AND EMPLOYEE INVOLVEMENT HAZARD PREVENTION AND CONTROL**

(ELEMENT 1)	(ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

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(ELEMENT 2)	(ELEMENT 4)
<b>System And Worksite Hazard Analysis</b>	<b>Safety and Health Training</b>
Complete And Update Baseline Surveys	Employee
Perform Analysis Of New Work	Supervisor
Job Hazard Analysis/ Process Review	Manager
Self-Inspections	
Employee Hazard Reporting	
Mishap/Close Call Investigation	
Injury/Illness Rates	

**3. PERFORMANCE RECOGNITION.**

Contractor performance will be recognized as follows:

<b>Level I</b> - Annual rating score of $\geq 36$ and a Lost Time Case Rate (LTC) $\leq 50\%$ of the LTC for the applicable North American Industry Classification System (NAICS) rate.	<i>Formal award with public recognition. Appropriate past performance referrals provided.</i>
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**Exception:** Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the contractor shall have no lost time injuries during the past year.

<b>Level II</b> - Annual rating score of $\geq 28$ based on the annual assessment score, and a LTC $<$ the applicable NAICS rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.	<i>Formal letter of commendation. Will impact contract evaluation and past performance referrals.</i>
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**Exception:** Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

<b>Level III</b> - Annual rating score of $\leq 16$ or a LTC NAICS rate.	<i>Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance</i>
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**Failure to improve could result in contract options not being exercised.**

**Exception:** Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

If contractor's Safety Performance evaluation does not fall within the above categories.	<i>No recognition</i>
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**NOTE:** The most current Department of Labor NAICS rate, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

### 4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

### 5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct annual self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply contract incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

### 6. SAFETY METRIC REPORTING.

The contractor shall report safety metrics to the extent specified in the contract.

### 7. FAILURE TO REPORT

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

**Safety Performance  
Evaluation Summary**

**Evaluation Criteria and Performance Recognition**

**EVALUATION CRITERIA**

- o Management Commitment and Employee Involvement
- o System and Worksite Hazard Analysis
- o Hazard Prevention and Control
- o Safety and Health Training

Score	<u>&gt; 36 points</u> (Annual Score)	<u>&gt; 28 points</u> (Annual Score)	<u>≤ 16 points</u> (Annual Score)
LTC	<p align="center"><u>and</u> ≤ 50% of the LTC for the applicable NAICS rate</p> <p><b>Exception:</b> Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.</p>	<p align="center"><u>and</u> &lt; the applicable NAICS rate</p> <p><b>Exception:</b> Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.</p>	<p align="center"><u>or</u> &gt; the applicable NAICS rate</p> <p><b>Exception:</b> Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.</p>
Grade Levels	<b>I</b>	<b>II</b>	<b>III</b>
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. <b>Failure to improve could result in Contract Options not being exercised.</b>

**NOTE:** If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.

• **Deductions**

- o Failure to report information on all personnel and property mishaps that meet the criteria of a NASA NPR 8621.1B, on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

ATTACHMENT 1

Safety Health (S) Management Implementation Guide and Assessment Matrix

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All sub-elements fully in place and functioning well for at least one year.	All programs and sub-elements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All sub-elements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All sub-elements in place, employees actively participating.	All programs and sub-elements in place and functioning.	All training processes established, management initial training complete.
8	One sub-element not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All sub-elements functioning, employee participation growing.	At least five sub-elements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five sub-elements functioning and remainder established.	At least four sub-elements functioning, remaining two developing.	Management and supervisor training in process specialized training in process.
6	All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.

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5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All sub-elements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all sub-elements, at least two sub-elements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.	Few or no programs or sub-elements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.

[END OF SECTION]  
H-15 (Mod 17)