

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center PS33/Debbie R. Matthews Office of Procurement Phone: 256-544-8945 Email: debbie.r.matthews@nasa.gov	CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DELTA-CRITIQUE JOINT VENTURE 3520 GENERAL DEGAULLE DR STE 506 NEW ORLEANS LA 70114-4027		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 3D8B2 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C	10B. DATED (SEE ITEM 13) 04/23/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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 43.103 (a)

IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

1. The purpose(s) of this administrative modification are to:

(a) Reduce the Maximum Quantity value of this contract for B.1 Supplies And/Or Services To Be Furnished, which contractually was awarded with contract Modification 11 on May 27, 2011. Option 3 (Yr 4) Maximum Quantity is reduced in the amount of \$591,390 (from \$6,390,010 (b)(4) and Option 4 (Yr 5) Maximum Quantity is reduced in the amount of \$(b)(4)

(b) Revise Section H, MSFC Clause 52.223-94, SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (FEB 2008) is hereby deleted in its entirety and the revised Section H, MSFC Clause 52.223-94, SAFETY PERFORMANCE EVALUATION, EVALUATION Continued ...

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.

15 (b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debbie R Matthews	16C. DATE SIGNED 9-28-11
15	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM08AA28C/000012

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
DELTA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>CRITERIA, AND PERFORMANCE RECOGNITION (JUN 2011), is substituted in lieu thereof and;</p> <p>(c) Revise Clause 52.232-19, Availability of Funds for the Next Fiscal Year is updated to change the date from September 30, 2010 to September 30, 2011.</p> <p>2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.</p> <p>(a) Section B.1, Supplies and/or Services to be Furnished (b) Section H.14, MSFC 52.223-94, Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (c) Section I.14, 52.232-19 Availability of Funds for the Next Fiscal Year</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Pages Added</td> <td style="text-align: center;">Pages Deleted</td> </tr> <tr> <td style="text-align: center;">B-1</td> <td style="text-align: center;">B-1</td> </tr> <tr> <td style="text-align: center;">H-11-H-22</td> <td style="text-align: center;">H-11-H- 15</td> </tr> <tr> <td style="text-align: center;">I-19</td> <td style="text-align: center;">I-19</td> </tr> </table> <p>3. All other terms and conditions remain unchanged and in full force and affect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Other Administrative Action</p>	Pages Added	Pages Deleted	B-1	B-1	H-11-H-22	H-11-H- 15	I-19	I-19				
Pages Added	Pages Deleted												
B-1	B-1												
H-11-H-22	H-11-H- 15												
I-19	I-19												

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform all the service requirements in the PERFORMANCE WORK STATEMENT (PWS) in Attachment J-1; entitled “Center-wide Administrative Support (CAS)” services.

(b) This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. Work will be authorized in accordance with Clause H.4 (Task Ordering Procedure) and Attachment J-14 (IDIQ Task Order Process Flow Chart) via issuance of Task Order(s) by the Contracting Officer (CO) which will be incorporated into Attachment J-5; entitled “Task Order Summary,” by periodic contract modification.

(c) In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised, the Government’s obligation is limited to payment of the minimum.

	Minimum Quantity	Maximum Quantity	Total Potential Contract Value
Contract Periods	Est. Price	Est. Price	
Base Year (Yr 1)	(b)(4)		\$4,632,502 <i>has been exercised</i>
Option 1 (Yr 2)			\$5,097,573 <i>has been exercised</i>
Option 2 (Yr 3)			\$5,721,649 <i>has been exercised</i>
Option 3 (Yr 4)			\$5,815,422 <i>has been exercised</i>
Option 4 (Yr 5)			\$6,526,570

(d) Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(e) The award of this IDIQ contract does not inhibit the Government’s right to later award separate contracts for similar or related services.

(f) The Government has estimated Travel and Training cost for the base period and each option period as reflected below. Profit will not be paid for Travel and Training expenses, only the accepted G&A will be applied to these cost. Travel and Training cost shall be invoiced on a separate line item in all vouchers based on actual cost incurred and the applicable G&A rate.

least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

Modification 12

H.14 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (JUNE 2011)

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 Safety, Health and Environment (SHE) Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety and health program elements identified in MPR 8715.1, MSFC Safety, Health and Environmental (SHE) Program. The Contractor shall conduct an annual self-evaluation of their safety and health program based on these criteria. The Contractor shall submit an annual self-evaluation to the Contracting Officer (CO) no later than 30 days after each anniversary of the contract. The 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 the Contractor's safety and health performance appropriately—positive or negative.

For the purpose of validating 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 1 of this clause. 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, health and environmental 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 and health 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.

MSFC SAFETY AND HEALTH CORE PROGRAM REQUIREMENTS

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	Hazard Prevention and Control
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	Safety and Health Training
Baseline Surveys and Analyses for the Worksite	Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review for Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific to the Worksite Operations
Hazard Reporting by Employees	
Investigation Of Mishap/Close Calls	
Injury/Illness Rates	

3. PERFORMANCE RECOGNITION.

In accordance with MPR 8715.1, “Marshall Safety, Health, and Environmental (SHE) Program”, Contractor performance that is validated and recognized to have achieved a world-class program within the term of the contract will be recognized with the following:

<p>Superior Safety Performance level- Annual rating score of ≥ 36 and a Lost Time Case Rate (LTC) $\leq 50\%$ of the LTC National average for the applicable North American Industry Classification System (NAICS) average.</p>	<p><i>Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.</i></p>
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Exception: *Contractors with less than 100 employees located onsite at MSFC and/or MAF. To be rated at Superior Safety Performance level, the Contractor shall have no lost time injuries during the past year.*

The following will result in cases where a Contractor's performance is rated as being below the accepted safety performance level:

<p>Below Accepted Safety Performance level - Annual rating score of ≤ 16 or a LTC that is $<10\%$ of the LTC National average for the applicable NAICS average.</p>	<p>Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. <i>Corrective Action Plan requested.</i> <i>Data may be placed in contractor past performance database.</i></p>
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Failure to improve could result in contract options not being exercised.

Exception: *Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level will be given to a contractor having more than one lost time injuries during the past year.*

<p>If Contractor's Safety and Health Performance evaluation rating falls within the range (>16, but <34) and the Contractor achieves a LTC between $\pm 10\%$ of the LTC National average for the applicable NAICS, the Contractor's performance is recognized as acceptable.</p>	<p><i>No recognition</i></p>
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NOTE: The most current Department of Labor NAICS average, 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, "Mishap and Close Call 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 an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.
- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."
- Contractor to have their self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)
- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

6. SAFETY METRIC REPORTING.

The Contractor shall report safety metrics using MSFC Form 4371 to the extent specified in the contract. Refer to MWI 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

Service and Support contracts - DRD for Mishap and Safety Statistics Report

Construction contracts - MSFC Technical Specification for Repair and Construction (TSRC), Specs and Techs, or Master Specs.

7. FAILURE TO REPORT

If the Contractor fails to timely and accurately report to the CO, COTR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program", and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

**Safety Performance
Evaluation Summary**

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

- Management Leadership and Employee Involvement (Element 1)
- Worksite Analysis (Element 2)
- Hazard Prevention and Control (Element 3)
- Safety and Health Training (Element 4)

<u>Score</u>	≥ 36 points (Annual Score)	≤ 16 points (Annual Score)
LTC	<p align="center"><u>and</u> ≤ 50% of the LTC National average for the applicable NAICS</p> <p>Exception: Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have <u>no</u> lost time injuries during the past year.</p>	<p align="center"><u>or</u> > than 10% of the LTC National average for the applicable NAICS</p> <p>Exception: Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level rating will be given when <u>more than one</u> lost time injuries are reported during the past year.</p>
<u>Grade Levels</u>	Superior Safety Performance	Below Accepted Safety Performance
<u>Recognition</u>	Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.	Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested. Failure to improve could result in Contract Options not being exercised.

NOTE: If the Contractor’s safety performance evaluation does not fall within one of the above categories, no recognition will be provided and possible follow-up by the MSFC Industrial Safety Office.

▪ Reductions in profit/fee/price/cost payable

- Failure to timely and accurately report information on all personnel and property mishaps that meet the criteria of NPR 8621.1, “NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping”, MWI 8621.1, “Mishap and Close Call Reporting and Investigation Program” and the items in paragraph 6 of this clause may result in a reduction in the profit/fee/price/cost

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otherwise payable under this contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

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ATTACHMENT 1

Safety and Health Management Implementation Guide and Assessment Matrix

Score	Management Leadership and Involvement (Element 1)		Worksite 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.
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.

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ATTACHMENT 2

Safety and Health Performance Self-Evaluation

Contractors shall conduct an annual self-evaluation of their safety and health program based on the applicable elements and sub-elements of the MSFC safety, health and environmental (SHE) program as listed below. Specific criteria are shown on ATTACHMENT 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Element 1 has a management and employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point. The score for each element should be shown below along with explanatory comments for each element.

(ELEMENT 1)	(ELEMENT 3)
Management and Employee Involvement	Hazard Prevention and Control
Management Commitment	Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment)
Documented Safety Policy and Goals	Preventative Maintenance for Facility and Equipment
Employee Involvement/Engagement	Emergency Preparedness and Drills
Safety Committees	Emergency Medical Care Program
Safety Meetings	Hazard Control Programs
Subcontractor Safety	Occupational Health Program
Resources	Tracking Hazard Correction
Accountability	Access to Professional Safety Staff
Annual Safety and Health Program Evaluation	Disciplinary Program

(ELEMENT 2)	(ELEMENT 4)
Worksite Hazard Analysis	Safety and Health Training
Baseline Surveys and Analyses For The Worksite	Employee Knowledge Of Hazards In The Workplace, Recognize Hazards, Signs and Symptoms Of Workplace-Related Illnesses, and Safe Work Procedures
Perform Analysis Of New Work and When Significant Changes Occur	Supervisor and Managers Understand Their Safety and Health Responsibilities
Job Hazard Analysis/ Process Review For Routine Jobs	Training Documentation
Routine Self-Inspections	Training Curriculum Specific To The Worksite Operations
Hazard Reporting By Employees	
Investigation Of Mishap/Close Calls	

Injury/Illness Rates	
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Contractor: _____ Contract #: _____ Date of Evaluation Period: _____
Name of Person Verifying: _____
Position: _____
Telephone Number: _____
Email: _____
Date: _____
Signature: _____

Element 1:

Management Commitment: ___ Employee Involvement: ___ Combined Average: ___

Comments:

Element 2:

Worksite Analysis: ___

Comments:

Element 3:

Hazard Prevention and Control: _____

Comments:

Element 4:

Safety and Health Training: _____

Comments:

Total Score: _____

Comments/ Validation By:

NNM08AA28C

Comments:

Contracting Officer:

Comments:

COTR:

Comments:

Representative/S&MA Office:

Comments:

[End of Attachment 2]

(End of Clause)

**H.15 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE
OR INVOLUNTARY TERMINATION MSFC 52.223-93 (FEB 2008)**

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(End of clause)

[END OF SECTION]

Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.14 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (52.256-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any NASA/Federal Acquisition Regulation Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

I.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90)(FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

[END OF SECTION]