

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 000019 See Block 16C See Schedule

6. ISSUED BY CODE MSFC 7. ADMINISTERED BY (If other than Item 6) CODE MSFC
 NASA/Marshall Space Flight Center
 PS33/LaChandra Lawhorn
 Office of Procurement
 Marshall Space Flight Center AL 35812
 NASA/Marshall Space Flight Center
 PS33/LaChandra P. Lawhorn
 Office of Procurement
 Phone: 256-544-6710
 Email: lachandra.p.lawhorn@nasa.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 DELTA-CRITIQUE JOINT VENTURE (x)
 3520 GENERAL DEGAULLE DR STE 506
 NEW ORLEANS LA 70114-4027
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM08AA28C (x)
 10B. DATED (SEE ITEM 13) 04/23/2008
 CODE 3D8B2 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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.
 D. OTHER (Specify type of modification and authority)
 X FAR 52.243-1 Changes (Firm-Fixed Price) and 43.103 (a) Mutual Agreement of Both

E. IMPORTANT: Contractor is not. x is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to:

- Increase the contract value for Task Order NNM08AB07T in the amount of \$1,000 for travel; therefore, the task order value will increase in the amount of \$ 1,000 from \$4,632,502 to \$4,633,502 for the period of June 1, 2008 through May 31, 2009.
 - Increase the contract value for Task Order NNM09AB01T in the amount of \$20,000 for travel; therefore, the task order value will increase in the amount of \$20,000 from \$5,097,573 to \$5,117,573 for the period of June 1, 2009 through May 31, 2010.
 - Increase the contract value for Task Order NNM10AA66T in the amount of \$10,000 for
- Continued ...

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

(b)(4) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Bobby J Holden

(b)(4) 15C. DATE SIGNED 2/21/14 16B. UNITED STATES OF AMERICA Bobby J Holden (Signature of Contracting Officer) 16C. DATE SIGNED 2/25/14

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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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>travel; therefore, the task order value will increase in the amount of \$18,000 from \$5,721,649 to \$5,739,649 for the period of June 1, 2010 through May 31, 2011.</p> <p>4. Increase the contract value for Task Order NNM11AA59T in the amount of \$1,000 for travel; therefore, the task order value will increase in the amount of \$1,000 from \$5,815,422 to \$5,816,422 for the period of June 1, 2011 through May 31, 2012</p> <p>5. Increase the contract value for Task Order NNM12AA39T in the amount of \$2,000 for travel; therefore, this task order will increase in the amount of \$2,000 from \$6,526,570 to \$6,528,570 for the period of June 1, 2012 through May 31, 2013.</p> <p>6. Increase the 6 month extension that was added to NNM12AA39T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4). Therefore, the total task order values for the 6 month extension will increase in the amount of (b)(4) from (b)(4) for the period of June 1, 2013 through November 30, 2013.</p> <p>7. Increase Option 5 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) therefore, the total task order value for the 6 month base will increase in the amount of (b)(4) from (b)(4) for the period of December 1, 2013 through May 31, 2014.</p> <p>8. Increase Option 6 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) therefore, the task order value for option 6 will increase in the amount of (b)(4) for the period of June 1, 2014 through June 30, 2014.</p> <p>9. Increase Option 7 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4) therefore, the task order value for option 7 will increase in the amount of (b)(4) for the period of July 1, 2014 through July 31, 2014.</p> <p>Continued ...</p>				

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>10. Increase Option 8 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4); therefore, the task order value for option 8 will increase in the amount of (b)(4) from (b)(4) for the period of August 1, 2014 through August 31, 2014.</p> <p>11. Increase Option 9 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4); therefore, the task order value for option 9 will increase in the amount of (b)(4) for the period of September 1, 2014 through September 30, 2014.</p> <p>12. Increase Option 10 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4); therefore, the task order value for option 10 will increase in the amount of (b)(4) for the period of October 1, 2014 through October 31, 2014.</p> <p>13. Increase Option 11 for Task Order NNM14AA01T in the amount of (b)(4) for travel and (b)(4) for training, totaling (b)(4); therefore, the task order value for option 11 will increase in the amount of (b)(4) for the period of November 1, 2014 through November 30, 2014.</p> <p>14. As a result of 1 through 13 the current contract value will increase in the amount of (b)(4) from (b)(4). The potential contract value will increase in the amount of (b)(4) to (b)(4).</p> <p>15. Update Clause B.1 Supplies and Services to be furnished is required in order to provide an increase to the Not-to-exceed value for Travel based upon a request by the Office of Human Capital (OHC). OHC customers have submitted requests for travel that were not envisioned at time of award.</p> <p>16. Incorporate MSFC Clause 52.223-96 Medical Services (NOV 2013) Continued ...</p>				

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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>17. Incorporate MSFC Clause 52.223-92 Environmental General Clauses (AUG 2010)</p> <p>18. Update MSFC clause 52.223-90 Asbestos Material (DEC 2013)</p> <p>19. Update MSFC clause 52.223-94 Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (NOV 2013)</p> <p>20. Update Attachment J-4 Contractor Fully Burdened Labor Rates Inclusive of Profit that was omitted on Modification 17 and incorporate travel in the amount of \$17,000 and training in the amount of \$2,000.</p> <p>21. Update Attachment J-5 Task Order Summary.</p> <p>22. Update Attachment J-1 through J-3 to include the updated information from Section H.16 Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (NOV 2013).</p> <p>23. Slip sheets are provided with sidebars indicating changes.</p> <p>Pages Deleted Pages Added Section B 1-4 (Base) Section B 1-4 (Mod 19) Section H 1-22 (Base) Section H 1-23 (Mod 19) Attachment J-4 (Mod 16) Attachment J-4 (Mod 19) Attachment J-5 (Base) Attachment J-5 (Mod 19) Attachment J-7-1 through Attachment J-7-1through J-7-3 (Mod 10) J-7-3 (Mod 19)</p> <p>24. All other terms and conditions of this contract remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action</p> <p>Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>Payment Terms: Net 30 days FOB: Destination</p> <p>Continued ...</p>				

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DELTHA-CRITIQUE JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
013	Six Month Extension Labor, Travel, and Training June 1, 2013 through November 30, 2013				

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)		\$4,633,502
Option 1 (Yr 2)			\$5,117,573
Option 2 (Yr 3)			\$5,739,649
Option 3 (Yr 4)			\$5,816,422
Option 4 (Yr 5)			\$6,528,570
Six Month Extension			(b)(4)
Option 5			
Option 6			
Option 7			
Option 8			
Option 9			
Option 10			
Option 11			

(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.

Contract Periods	Period of Performance	Travel/Training Costs
Base Year (Yr 1)	06/01/08-05/31/09	(b)(4)
Option 1 (Yr 2)	06/01/09-05/31/10	
Option 2 (Yr 3)	06/01/10-05/31/11	
Option 3 (Yr 4)	06/01/11-05/31/12	
Option 4 (Yr 5)	06/01/12-05/31/13	
Six Month Extension	06/01/13-11/30/13	
Option 5	12/01/13-05/31/14	
Option 6	06/01/14-06/30/14	
Option 7	07/01/14-07/31/14	
Option 8	08/01/14-08/31/14	
Option 9	09/01/14-09/30/14	
Option 10	10/01/14-10/31/14	
Option 11	11/01/14-11/30/14	

(g) The Contractor shall obtain approval from the Contracting Officer Technical Representative (COTR) and CO prior to the incurrence of Travel and Training expenses. At the end of the Task Order period the CO shall modify the total contract value to deduct any non-expended Travel and Training dollars.

(End of Clause)

B.2 CONTRACT RATE STRUCTURE

Task Orders are anticipated to be placed annually against this contract in accordance with Clause H.4, utilizing the rates in Attachment J-4, entitled "Contractor Fully Burdened Labor Rate Inclusive of Profit."

(End of Clause)

B.3 PRICE DEDUCTIONS FOR LESS THAN OPTIMUM PERFORMANCE

The performance requirements for Task Orders issued against the basic contract are summarized in Attachment J-2, entitled "Performance Requirements Summary." The methodology for determining corresponding price deductions if the contractor does not meet the performance requirements and Acceptable Quality Level requirements is set forth below in "a. Quality Performance Deductions" and "b. Program Management Performance Deductions."

The Government will hold a semi-annual evaluation meeting with the Contractor to discuss performance deductions, if any, and other problems or issues with the Contractor's performance and the necessity or potential for improvement. Meetings will also be held with the Contractor on a more frequent basis to provide feedback on interim findings from the COTR quarterly survey results.

Based on the Government's semi-annual performance evaluation, the Government may make price deductions computed in accordance with the methodology set below. The Government may unilaterally reduce the amount of payment of invoices submitted by the Contractor to implement the price deductions. In addition, the Government may unilaterally reduce the firm fixed-price for the respective Task Order to implement the price deductions. In either event, the Government will provide prior written notice to the Contractor of the price deductions by providing a copy of the Government's evaluation reports, or by other means.

Price deductions for less than optimal performance will be administered in the areas of Quality and Program Management as identified below. All deduction percentages are based on total price for the respective Task Order. During semi-annual reviews the following factors will be assessed to determine the price deductions, if any.

(a) Quality Performance Deductions –

(1) The COTR will survey contractor customers quarterly to ascertain their evaluations of the quality of contractor performance for that period of time. These surveys will be targeted to the George C. Marshall Space Flight Center (MSFC) customers receiving support under this contract. In addition, the COTR will administer this survey on a more frequent basis to determine the performance of new hires during their probationary period for feedback purposes (these scores will not be included in the computed average for that periods quality performance deduction calculation). The survey instrument is included as Attachment J-13.

(2) The COTR will calculate a numerical rating using the two quarterly customer survey scores. The average of the two quarterly survey scores will constitute the semi-annual performance score, and provide the basis for performance deductions for that rating period. The quarterly scores will be calculated by averaging the individual survey results returned for that quarterly period. The COTR will also make a qualitative assessment of the contractor's performance based on the severity and impact of any contractor performance problem(s) or deficiencies during the period, or where the benefits of contractor performance exceed the customer survey results. Based on this qualitative assessment, the COTR may recommend to the Contracting Officer an adjustment in the adjective rating. Such adjustments will not be more than one adjective, up or down, and will only apply to semi-annual evaluation periods.

(3) Based on the COTR's recommended adjective rating, the Contracting Officer will notify the contractor, provide supporting rationale for the rating, and allow the contractor a rebuttal. Upon receipt of the rebuttal, if any, the Contracting Officer will make a decision concerning the extent, if any, of price deductions for that rating period. A rating period is regarded as semi-annual performance under a Task Order. It will include the two quarterly COTR surveys performed during that evaluation period to generate a score as referenced in paragraph (2) above. Task Orders are anticipated to be 1 year in length when authorized under this Contract.

(4) The Government is interested in acquiring performance at the Excellent Performance Level. Performance below this level is not considered advantageous to the Government. Price deductions will be based upon the following scale, applied to the total price for the respective Task Order:

<u>Adjective Rating</u> (Numerical Rating)	<u>Deductions</u>
Excellent (4.7 to 5.0)	0 %
Very Good (4.0 to <4.7)	1.50%
Good (3.0 to <4.0)	3.75 %
Poor (2.0 to <3.0)	7.50 %
Unsatisfactory (<2.0)	15.00 %

(b) Program Management Performance Deductions – Deductions for less than optimal performance for the efficiency of the Contractor’s program management performance are detailed in Attachment J-2, entitled “Performance Requirements Summary.”

(c) Notwithstanding the foregoing, the Government’s right under this clause to reduce price for less than optimal performance is in addition to the rights of the Government prescribed in FAR 52.246-4, “Inspection of Services – Fixed Price” and FAR 52.249-8, “Default (Fixed-Price Supply and Service).”

(End of Clause)

[END OF SECTION]

SECTION H-SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None Included by Reference		

II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.242-72	Observance of Legal Holidays (Alternate II)	OCT 2000

(End of Clause)

**H.2 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)
(MARCH 1989)**

(a) Of the total price of items TBD* through TBD*, the sum of \$ TBD* is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS			
Date	TBD*	Amount	TBD*

**Information will be updated/included upon issuance of the first Task Order and all follow-on Task Orders.*

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the

Government clause notwithstanding. (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD*.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)(i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds

for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's and/or teammates/subcontractor's attention is invited to this subpart and each shall comply with these restrictions.

The Contracting Officer has determined that during performance of this contract, the successful Offeror or Subcontractor(s) will be put in the position of performing administrative support activities that will include access to and use of sensitive information from other contractors. (For purposes of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s).) The existence of these conflicting roles might bias the Contractor's judgment.

Within two working days of receipt of a Task Order Request causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing:

- (a) The nature of the conflict;
- (b) Plan for avoiding, neutralizing or mitigating the conflict; and
- (c) The benefits and risks associated with acceptance of the plan.

The Contracting Officer will review the report and determine which of the following is in the best interest of the Government and will so advise the Contractor:

- (a) The Contractor shall perform consistent with the task order;
- (b) The Contractor shall not perform the task order;
- (c) The task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;
- (d) The task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest.

The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

The Contractor shall include this clause in all subcontract(s).

(End of Clause)

H.4 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 1996)
(ALTERNATE I)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(Note: Attachment J-14 outlines the IDIQ Task Order Process)

(End of Clause)

H.5 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including Contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes

clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.6 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)

Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on

NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.7 RESERVED

H.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)

(End of Clause)

H.9 MSFC 52.223-90 ASBESTOS MATERIAL (DEC 2013)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202 and, 4663 are of special concern since they are known to contain a concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Environmental Engineering and Occupational Health Services, Office for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.10 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91)(FEB 2001)

If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

H.11 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS

(a) An employee of a domestic Marshall Space Flight Center (MSFC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit/badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFMNS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the Contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFMNS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The Contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the contracting officer has reason to believe that any employee of the Contractor may not be legally authorized to work in the United States and/or on the contract, the Contractor may be required to furnish copies of Federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

(d) The Contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to MSFC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

H.12 EMERGENCY EVACUATION PROCEDURES (NFS 1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of Clause)

H.13 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75)(OCTOBER 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at 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)

H. 14 MSFC 52.223-96 MEDICAL SERVICES (NOV 2013)

In accordance with MWI 1800.1, MSFC Occupational Medicine, and MWI 3410.1, Personnel Certification Program, the Contractor shall utilize the medical services provided by the MSFC Medical Center for MSFC job-required medical certification health examinations. The MSFC Medical Center is located in Building 4249 and is generally open between 7 a.m. and 3:30 p.m., Monday through Friday (closed on Government holidays), telephone 256-544-2390. Additionally, the Contractor shall utilize the MSFC emergency medical services system for any incident that occurs at MSFC and which requires emergency medical treatment by dialing 911. Additional emergency contact numbers are located on the MSFC Safety, Health and Environmental (SHE) Web site located on the Inside Marshall Web page.

(End of Clause)

H.15 MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (AUG 2010)

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy" and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of Clause)

H.16 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (NOVEMBER 2013)

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 Representative (COR), 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/COR, 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/COR 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 COR, 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.</i></p> <p><i>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></p> <p><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/COR 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 MPR 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, COR 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)

Score	<u>≥ 36 points</u> (Annual Score)	<u>≤ 16 points</u> (Annual Score)
LTC	<p>≤ 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>> 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</u> than <u>one</u> lost time injuries are reported during the past year.</p>
Grade Levels	Superior Safety Performance	Below Accepted Safety Performance
Recognition	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*

- o 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 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.

**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 beginning to perform functions (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.

[END OF ATTACHMENT 1]

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	

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: _____

Comments:

Contracting Officer:

Comments:

COR:

Comments:

Representative/S&MA Office:

Comments:

[End of Attachment 2]

(End of Clause)

[END OF SECTION]

Page 33 redacted for the following reason:

(b)(4)

ATTACHMENT J-5
TASK ORDER SUMMARY

A summary of Task Orders awarded under this Contract is as follows:

TASK ORDER NUMBER	MOD. NUMBER	PERIOD OF PERFORMANCE	TASK ORDER VALUE	DEDUCTIONS
NNM08AB07T	1-13	6/01/2008-5/31/2009	\$4,195,306.93	
NNM09AB01T	1-15	6/01/2009-5/31/2010	\$4,375,370.08	
NNM10AA66T	1-19	06/01/2010-05/31/2011	\$4,429,893.00	
NNM11AA59T	1-9	06/01/2011-05/31/2012	\$4,004,411.00	
NNM12AA39T	1-21	06/01/2012-11/30/2013	\$7,039,194.00	

Task Orders will be issued in accordance with Clause B.2 and Clause H.4. A copy of each executed Task Order and Task Order modification is attached.

[END OF ATTACHMENT J-5]

Safety Performance
Evaluation Summary

Evaluation Criteria and Performance Recognition

EVALUATION CRITERIA

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

Score	<u>≥ 36 points</u> (Annual Score) and	<u>≤ 16 points</u> (Annual Score) or
LTC	<p>≤ 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>> 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>
Grade Levels	Superior Safety Performance	Below Accepted Safety Performance
Recognition	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*