

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000036	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200394461	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center 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/Wayne Harmon phone: (256) 544-5336 fax: (256) 544-8993 email: wayne.t.harmon@nasa.gov	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DYNETICS TECHNICAL SERVICES INC. 1002 EXPLORER BLVD HUNTSVILLE AL 35806-2806		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5RWT5	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM10AA03C	10B. DATED (SEE ITEM 13) 12/03/2009

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 Net Increase: \$3,009,432.00

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 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 0 _____ 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 of this modification is:

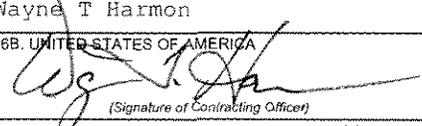
a) to obligate incremental funding in the amount of \$3,009,432; thereby increasing the total funding allotted to this task from \$89,608,350 to \$92,617,782; and

b) to update Clause H.22, MSFC 52.223-94, Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (Feb 2008) with the revised clause dated June 2011.

2. Pages B-1 and B-2 have been modified to reflect the changes made in paragraph 1 above. Slip sheets to the contract are provided with sidebars indication change. Pages H-11 through H-15 are deleted and replace with revised pages H-11 through H-22.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wayne T Harmon	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED June 24 2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM10AA03C/000036

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NAME OF OFFEROR OR CONTRACTOR
DYNETICS TECHNICAL SERVICES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. The contract value remains unchanged at \$121,951,840.00.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$3,009,432.00 New Total Obligated Amount for this Award: \$92,617,782.00 Incremental Funded Amount changed: from \$89,608,350.00 to \$92,617,782.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Obligated Amount for this modification: \$3,009,432.00 Incremental Funded Amount changed from \$89,608,350.00 to \$92,617,782.00 Incrementally Funded through date changed from 07/18/2011 to 08/04/2011</p> <p>See Attachment 01 for Accounting Data.</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

PR 4200394461

FUND	WBS	COST CTR	AMOUNT ON PR
EXPX22011D	136905.01.01.08.12	62ET30	55900
EXPX22011D	136905.01.01.08.20	62JP02	57356
EXPX22011D	136905.02.04.08.04	62EV31	45000
EXPX22011D	136905.02.04.08.04	62EV31	10400
EXPX22011D	136905.02.04.08.04	62EV33	483
EXPX22011D	136905.02.06.08.03	62ES52	21981
EXPX22011D	136905.02.06.08.06	62ES53	6478
EXPX22011D	136905.02.06.08.06	62ES53	6478
EXPX22011D	136905.08.01.01	62JP20	100
EXPX22011D	136905.08.01.04	62EV83	10000
EXPX22010D	136905.08.04.01.08.01	62JP50	30000
EXPX22011D	136905.08.05.01.08	62JP30	100
EXCX22011D	197009.10.01.01.03	62EV44	62431
CASX12011R	199008.02.08.54.VP2G.11	62VP62FA	22041
CASX12011R	199008.02.08.54.VP2G.11	62VP62FA	34515
EXPX22011D	215952.07.01.08.06	62HS30	92000
EDUX22011D	347605.02.06	62HS30	26000
EXCX22011D	361065.01.02.02	62IS40	26081
EXCX22011D	361065.09.03.02	62IS40	6289
SCEX22011D	389018.02.14.01.04	62VP61FA	94155
SCEX22011D	389018.02.15.05.71	62VP61FA	1378
SCEX22011D	397424.07.02.03.15	62VP12	108
EXCX22011D	411011.01.01.01.01	62MP02	100
EXCX22011D	411011.01.01.01.02	62CS30	5000
EXCX22011D	411011.01.01.01.06	62MP02	21000
EXCX22011D	411011.01.01.01.06	62MP02	21999
EXCX22011D	411011.03.01.07	62CS30	104
EXCX22011D	411011.03.01.07	62CS30	1556
CASX12011D	432938.10.02.08	62QD10	1475
CASX12011D	432938.11.01.08.33	62ED02	19732
CASX12011D	432938.11.01.08.33	62ED02	51255
CASX12011D	432938.11.01.08.33	62EV31	75312
CASX12011D	432938.11.01.08.33	62EV31	51059
CASX12011D	432938.11.01.08.33	62EV44	6435
CASX12011D	432938.11.01.08.34	62EO01	200
CASX12011D	432938.11.01.08.35	62ED10	67643
CASX12011D	432938.11.01.08.35	62ER21	300
CASX12011D	432938.11.01.08.35	62ER34	100
CASX12011D	432938.11.01.08.35	62ER43	9629
CASX12011D	432938.11.01.08.35	62ER43	200
CASX12011D	432938.11.01.08.39	62EM32	100
CASX12011D	432938.11.01.08.39	62EM50	100
CASX12011D	432938.11.01.08.39	62ES43	100

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FUND	WBS	COST CTR	AMOUNT ON PR
CASX12011D	432938.11.01.08.39	62ES53	100
CASX12011D	432938.11.01.08.39	62ES60	100
CASX12011D	432938.11.01.08.39	62ES60	100
CASX12011D	432938.11.01.08.39	62ET20	100
CASX12011D	432938.11.01.08.45	62ED10	54814
EXCX22011D	520871.08.01.01.02	62EM60	6000
EXCX22011D	522094.08.01.01.03.01	62EM60	149000
EXCX22011D	522094.08.01.01.03.01	62ER22	1432
EXCX22011D	522094.08.01.01.03.01	62ES23	10000
EXCX22011D	522632.08.01.01	62EM60	26400
EXCX22011D	522632.08.01.01	62ES43	1587
EXCX22011D	522632.08.01.01	62EV32	17600
EXCX22011D	522632.08.01.01	62EV34	8700
EXCX22011D	524238.08.01.01.03	62EM60	72000
EXPX22011D	604746.07.03.11.08.03	62SF01	28344
EXPX22011D	604746.07.03.11.08.03	62SF02	52646
EXPX22011D	640746.07.03.11.08.03	62SF02	165500
EXPX22011D	644423.01.32.08	62ES32	200
SCEX22011D	656052.04.01.11	62VP61FA	1348
SCEX22011D	656052.04.04.07.01	62VP61FA	5563
EXCX22011D	672854.01.02.01	62MP11	120,000
SCEX22011D	714607.01.01.01	62VP23	152
CASX12011D	724297.20.29.08	62QD20	800
CASX12011D	736466.01.04.08.01	62CS20	43133
CASX12011D	736466.01.06.08.01	62RS40	100
CASX12011D	736466.01.08.08.04	62CS01	100
CASX12011D	736466.01.08.08.04	62CS01	270
CASX12011D	736466.01.08.08.04	62CS40	60317
CASX12011D	736466.01.10.08.02.14	62AS40	6264
CASX12011D	736466.01.10.08.02.14	62AS40	31737
CASX12011D	736466.02.05.08.03	62HS40	60000
CASX12011D	736466.03.01.08.02.05	62AS10	100
CASX12011D	736466.03.01.08.02.05	62AS10	180696
CASX12011D	736466.04.02.08.01.01	62AS50	22175
CASX12011D	736466.04.02.08.01.02	62AS50	49525
CASX12011D	736466.04.02.08.01.02	62AS50	257906
CASX12011D	736466.04.02.08.01.02	62AS50	121642
CASX12011D	736466.04.02.08.12.03	62AS50	29144
CASX12011D	736466.06.08.08.07	62AS20	173742
CASX12011D	736466.06.08.08.07	62AS20	207189
SCEX22011D	802678.02.17.01.22	62VP61FA	4007
CASX12011D	811540.01.01.08	62ED10	55000
CASX120011D	811540.03.01.08	62ES51	100

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FUND	WBS	COST CTR	AMOUNT ON PR
CASX12011D	869021.04.08.01.13.04	62ET30	27000
SCEX22011D	916925.01.01.01	62VP24	286
CASX12011R	921179.01.08.11.E455.11	62EM40	851
CASX12011R	921179.01.08.11.E587.11	62EM50	2616
CASX12011R	921179.01.08.11.EM24.11	62EM32	2389
CASX12011R	921179.01.08.11.EM61.11	62EM32	1662
CASX12011R	921179.01.08.11.EM76.11	62EM50	3125
CASX12011R	921179.01.08.11.ES57.11	62ES43	100
CASX12011R	921179.01.08.17.E452.11	62EM40	305
CASX12011R	921179.01.08.17.EM72.11	62EM50	1943
CASX12011R	921179.01.08.18.EM72.11	62EM50	849
			3009432

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND POTENTIAL FIXED PERFORMANCE FEE

- (a) The estimated cost of this contract is (b)(4) exclusive of the Potential Fixed Performance Fee of (b)(4). The total Potential Fixed Performance Fee is (b)(4). The total estimated cost and Potential Fixed Performance Fee is (b)(4).
- (b) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost per Year	Potential Fixed Performance Fee per semiannual period	Earned Fixed Performance Fee per semiannual period
Base Year 1	02/1/10-07/31/10	(b)(4)		\$1,529,008
Base Year 1	08/1/10-01/31/11	(b)(4)		\$1,592,718
Base Year 2	02/1/11-07/31/11	(b)(4)		TBD
Base Year 2	08/1/11-01/31/12	(b)(4)		TBD
Option 1 Yr 1	02/1/12-07/31/12	(b)(4)		TBD
Option 1 Yr 1	08/1/12-01/31/13	(b)(4)		TBD
Option 1 Yr 2	02/1/13-07/31/13	(b)(4)		TBD
Option 1 Yr 2	08/1/13-01/31/14	(b)(4)		TBD
Option 2 Yr 1	02/1/14-07/31/14	(b)(4)		TBD
Option 2 Yr 1	08/1/14-01/31/15	(b)(4)		TBD
TOTAL		(b)(4)		TBD

To Be Determined (TBD) by Government

(End of clause)

B.2 CONTRACT FUNDING. (1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for performance in all areas and covers the following estimated period of performance: contract award through August 4, 2011.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	(b)(4)		
Potential Fixed Performance Fee			
Total Sum Allotted	\$89,900,621	\$ 3,009,432	\$92,617,782

(End of clause)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in J-1.

(End of clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

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

Ceilings on General and Administrative Costs-

Period	Rate
02/1/10 - 01/31/11	(b)(4)
02/1/11 - 01/31/12	
02/1/12 - 01/31/13	
02/1/13 - 01/31/14	
02/1/14 - 01/31/15	

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(c) Reserved

(End of clause)

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 NFNMS. 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)

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.</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/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)

Score	≥ 36 points (Annual Score)	≤ 16 points (Annual Score)
LTC	and ≤ 50% of the LTC National average for the applicable NAICS 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.	or > than 10% of the LTC National average for the applicable NAICS 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.
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*

○ 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 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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[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:

COTR:

Comments:

Representative/S&MA Office:

Comments:

[End of Attachment 2]

(End of Clause)