

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (if applicable)
 000011 See Block 16C

6 ISSUED BY CODE MSFC 7 ADMINISTERED BY (if other than item 6) CODE MSFC
 NASA/Marshall Space Flight Center
 Office of Procurement
 Marshall Space Flight Center AL 35812
 NASA/Marshall Space Flight Center
 P533/Wayne Harmon
 phone: (256) 544-5336
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8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO
 DYNETICS TECHNICAL SERVICES INC.
 1002 EXPLORER BLVD
 HUNTSVILLE AL 35806-2806
 9B DATED (SEE ITEM 11)
 10A MODIFICATION OF CONTRACT/ORDER NO
 NNM10AA03C
 10B DATED (SEE ITEM 13)
 12/03/2009
 CODE SRWT5 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, [x] 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)
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2, Changes -- Cost -Reimbursement and Mutual Agreement
 D OTHER (Specify type of modification and authority)

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

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

1. The purpose of this modification is:
 a) definitize contractor's proposal dated August 5, 2011 providing contractor support of the current computing, storage and backup infrastructure for the NASA Enterprise Applications Competency Center (NEACC) lines of business in the amount of \$2,219,033 from \$122,075,839 to \$124,294,872 for the Base contract and the total potential contract value is increased by the same amount from \$328,017,792 to 330,236,825.
 b) Replace clause H.22, MSFC 52.223-94, Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (FEB 2008) with updated clause H.22, MSFC 52.223-94, Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (JUNE 2011).
 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) 15B CONTRACTOR OFFEROR 15C DATE SIGNED 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 16B UNITED STATES OF AMERICA 16C DATE SIGNED
 Allison Brown Contracts Administrator Sherry K Fenn
 Allison Brown 9/23/2011 Sherry K. Fenn 9/23/11
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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>c) Change the date in FAR clause 52.232-19 from September 30, 2010 to September 30, 2011.</p> <p>d) Modify PWS 7.0, paragraph 1 to clarify NEACC support.</p> <p>e) Correct the administrative error for the total Potential Fixed Performance Fee per semiannual period that was shown in B.1 (b) modification 039. The arithmetic total should have been (b)(4) as was indicated in B.1.(a). This modification uses the correct total of (b)(4) for any changes as a result of this modification.</p> <p>2. Pages B-1, H-11 through H-23, I-5, and J-1-32 have been modified to reflect the changes made in paragraph 1 above. Slip sheets to the contract are provided with sidebars indicating change. MSFC 52.223-94 does not show sidebars because it is being replaced in its entirety. The change to J-1-32 created pagination changes to all the subsequent J-1 pages and are attached.</p> <p>3. Contractor's Statement of Release: In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification</p> <p>Contract Change Identification: Modification 041 Contractor Proposal, NEACC and ODIN Systems Support, Proposal 02, dated August 5, 2011.</p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect. Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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			\$1,592,718	
Base Year 2	02/1/11-07/31/11			TBD	
Base Year 2	08/1/11-01/31/12			TBD	
Option 1 Yr 1	02/1/12-07/31/12			TBD	
Option 1 Yr 1	08/1/12-01/31/13			TBD	
Option 1 Yr 2	02/1/13-07/31/13			TBD	
Option 1 Yr 2	08/1/13-01/31/14			TBD	
Option 2 Yr 1	02/1/14-07/31/14			TBD	
Option 2 Yr 1	08/1/14-01/31/15			TBD	
TOTAL					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 October 25, 2011.
- (b) An additional amount of (b)(4) is obligated under this contract for payment of fees.

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 I 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	<p align="center">and</p> <p align="center">$\leq 50\%$ of the LTC National average for the applicable NAICS</p> <p align="center">Exception: Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have <u>no</u> lost time injuries during the past year.</p>	<p align="center">or</p> <p align="center">$>$ than 10% of the LTC National average for the applicable NAICS</p> <p align="center">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***

- 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	No committees, little or no employee involvement, no process.	Two or fewer sub-elements established, no self-inspection.	Few or no programs or sub-elements established, few written	Training needs not established, no management training, limited or no

extent, management leadership is lacking, little or no employee participation.	little process planning.	shallow accident investigation process.	rules, limited enforcement.	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)

**H.23 MSFC 52.223-95 PREVENTION OF AND RESPONSE TO THREATENING
BEHAVIOR IN THE WORKPLACE (AUGUST 24, 2010)**

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of clause)

[END OF SECTION]

The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

I.4 AUTHORIZED DEVIATIONS IN CLAUSES. (52.252-6) (APR 1984)

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

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

(End of clause)

I.5 Availability of Funds for the Next Fiscal Year. (52.232-19) (Apr 1984)

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

(End of clause)

[END OF SECTION

7.0 Computing Services

The contractor shall provide computer systems, virtual machines and environments, distributed servers and peripheral services for existing/established and future systems to support the application services described in paragraph 6.0, as well as other MSFC specific administrative, business, engineering and scientific applications which may reside outside the scope of paragraph 6.0. The contractor shall support of the current computing, storage and backup infrastructure for the NEACC lines of business. These applications execute on servers as well as standard desktop/laptop computers. System locations shall include, but not limited to, MSFC Building 4663, the National Space Science and Technology Center (NSSTC) located on Bradford Drive in Huntsville, AL, and various laboratories and server rooms across the MSFC campus. These distributed elements of the infrastructure primarily support the NEACC ICAM (Identity, Credentials and Account Management) line of business. The contractor shall apply paragraph 7.0 requirements for MSFC managed systems associated with the Michoud Assembly Facility (MAF). The contractor shall be required to perform short term, temporary work at the MAF facility.

A simplified approach to the MSFC Computing Services (MCS) scope of work is the DABO model, which is defined as Design, Acquire, Build, and Operate. In order to satisfy this model's requirements, the contractor shall provide engineering, design, development, acquisition, build, integration, implementation, system testing, operations support, event management, systems administration, database administration, backup and storage, IT Security support, configuration management and business continuity. This also includes, but is not limited to documentation, drawings, pricing methodology, budgeting, schedule, maintenance, consolidated system and system software license management and any required training and training material (per DRD 1292MA-002).

During the period of performance of this contract the number and types of managed systems and items of hardware to be maintained may be routinely added or deleted. These changes are within the scope of this PWS and shall not, in general, be construed as changes within the meaning of the "Changes -- Cost-Reimbursement -- Alternate II" clause of this contract as long as the total number of computing systems to be managed is not less than 500 and not greater than 2,000 and the total number of hardware items to be maintained is not less than 4,000 and not greater than 15,000 (See Clause H.8).

This work shall be integrated with the service offerings that emerge as part of the NASA Enterprise Data Center (NEDC) and NASA Integrated Communications Services (NICS) acquisition. The MITS Contractor will serve as a front-line integrator and manage the utilization and business administration functions of acquired NEDC and NICS service offerings as appropriate. These services shall include, but are not limited to, Data Center housing and WAN/LAN network connectivity.

The contractor shall maintain, support and utilize the existing Remedy system for managing the work flow for system issue resolution, system enhancements, and new project implementations. The contractor shall maintain, support and utilize the existing Remedy system for developing and delivering cost estimates.

The nominal support requirement for this service is normal duty hours, Monday through Friday, and performing remote monitoring with on-call support at all other times. Additional support shall be required during major events, which includes, but is not limited to system issues, and is based on scheduled customer requirements. This additional support will result in after hours, weekend, or holiday work.

7.1 Engineering Support

The contractor shall provide systems engineering and sustaining engineering support functions for existing/established and future systems. A system typically includes the combination of hardware equipment and systems software to support application requirements. Systems software includes operating systems, compilers, database management systems, transaction management systems, switching systems, performance and utilization tracking systems, libraries, utilities, and other software necessary for the operation and execution of IT systems. In performance of this function, the contractor shall:

- a. Conform to the MSFC Enterprise Architecture Model.
- b. Maintain and update customer requirements in accordance with DRD 1292MA-002.
- c. Perform, in accordance with DRD 1292MA-002 for business cases and trade studies to maintain, balance, and optimize requirements allocations across subsystems.
- d. Perform system performance studies, recommending appropriate changes to eliminate potential system bottlenecks, resources conflicts and system overloads in accordance with DRD 1292-MA-002.
- e. Isolate problems in systems and execute proper resolution, including status reports, and documenting of changes in accordance with DRD 1292MA-002.
- f. Provide capacity analysis and planning recommendations based on analysis and changes in requirements and technology in accordance with DRD 1292MA-002.
- g. Provide hardware and systems software enhancements to meet customers' requirements in response to changing workloads and technologies.
- h. Provide statuses of work performed as requested.

7.1.1 Design, Development and Acquisition

The contractor shall design, develop, prototype and acquire/procure IT systems to meet customer requirements. Based on customer requirements, existing customer systems, and customer funding, design, development and acquisition work may encompass, but is not limited to production, testing, development and staging systems. In performance of this function, the contractor shall:

- a. Define requirements that shall include collecting and documenting customer (including written buyoff) or system requirements in accordance with DRD 1292MA-002.
- b. Analyze the defined requirements ensuring that functionality, reliability, availability, maintainability, security, affordability, and policies and procedures are addressed. Perform systems engineering trade studies to optimize requirements allocations across subsystems in accordance with DRD 1292MA-002.
- c. Develop and document designs consistent with generally accepted engineering guidelines and practices.
- d. Electronically store, backup, update and maintain a library of all approved engineering drawings and designs.
- e. Maximize commonality and the use of COTS components.
- f. Coordinate external interface designs.
- g. Conduct design reviews.
- h. Develop engineering prototype hardware and software components, subsystems, and systems to verify design and certify requirements.
- i. Deliver multiple design options based on cost, feasibility and maintainability in accordance with DRD 1292MA-002.
- j. Develop and deliver cost estimates.
- k. Acquire, procure, fabricate, assemble, and modify components, systems and subsystems.
- l. Provide statuses of work performed as requested.
- m. Support partnerships with industry, academia, and government agencies to accelerate and/or assist in the deliverance of customer requirements and deadlines.

7.1.2 Systems Build, Integration, and Testing

The contractor shall perform system builds and integration of hardware and software into operational configurations of computational systems. The contractor shall ensure that all elements of the system cohesively function as a fully integrated, operational system. The contractor shall perform testing of systems and system components as required for proper operation. In performance of these functions, the contractor shall:

- a. Build systems and associated system components.
- b. Ensure customer-established functional requirements are met.
- c. Ensure conformance with the applicable federal standards.
- d. Ensure interoperability with existing systems.
- e. Ensure design concepts are not inadvertently changed during the integration process.

- f. Perform verification and validation testing independent of the design organization.
- g. Perform technical reviews of integration and testing activities.
- h. Provide statuses of work performed as requested.

7.1.3 Implementation

The contractor shall manage and provide the installation, integration of hardware, systems software, services and applications software components into fully operational systems and verify satisfaction of the customer's performance requirements. In performance of this function, the contractor shall:

- a. Assemble, install, connect, inspect and "stage" the systems.
- b. Integrate, verify functionality, and document implementation of the services.
- c. Perform verification testing of the systems under simulated load conditions, and assess failure modes of the systems.
- d. Provide the customer written instructions that contain all relevant information for reporting a problem related to the service, equipment or software.
- e. Fully manage the implementation to operational process.
- f. Provide statuses of work performed as requested.

7.1.4 Installation

In performance of this function, the contractor shall:

- a. Install the components into a fully operational configuration to meet the customer requirements.
- b. Schedule implementations to minimize disruptions or impacts to services.
- c. Verify that the connections, support equipment, and software for the system have been properly installed.
- d. Ensure property control requirements (e.g., identification tags and stickers) are met (as defined in the approved Government Property Management Plan, which is prepared in accordance with DRD 1292LS-001).
- e. Provide statuses of work performed as requested.

7.1.5 Assessment and Acceptance Testing

In performance of this function, the contractor shall:

- a. Verify that the system is installed properly, and that the system satisfies customer's requirements using acceptable test and assessment methods, and written customer buyoff, as appropriate.
- b. Conduct an acceptance review with CIO and customers presenting a summary of the verification results.
- c. Provide statuses of work performed as requested.

7.2 Operations

For operational systems, the contractor shall perform the following functions:

- a. Adhere to a standard and approved operations model.
- b. Provide and maintain event management functions.
- c. Monitor System and sub-system efficiency and perform troubleshooting and tuning of systems, subsystems, components, peripherals, and interfaces.
- d. Provide Configuration Management in accordance with DRD 1292CM-001.
- e. Perform regular and scheduled maintenance which includes but is not limited to patches, upgrades, and performance tuning.
- f. Develop and maintain an approved strategy for systems software licenses purchases, installation and activation, as well as updated records of these activities in accordance with DRD 1292MA-002.
- g. Provide statuses of work performed as requested.

7.3 System Administration

The contractor shall perform system administration functions for existing/established and future systems. Responsibilities shall include the following:

- a. Provide and maintain operating systems, database management systems, compilers, libraries, and all other systems software necessary for the operation, execution and security of the computer systems.
- b. Operate and maintain computer, peripheral and data acquisition systems, to include system initializations and recoveries, storage and backup management, and print production and dissemination.
- c. Provide program and data security, scheduling, and quality control.
- d. Provide security support as required by Paragraph 3.0, in particular, adhering to new security bulletins and installation of patches to fix known vulnerabilities as well as working within restrictions involving firewalls and other security-related constructs, maintaining compliance with NASA Incident Response Center (NASIRC) bulletins, utilizing Secure Shell for host authentication, user authentication, and encryption, and the use of Transmission Control Protocol/Internet Protocol (TCP/IP) wrappers and System monitoring for anomalies and security break-in attempts.
- e. Provide account management documentation of users to include: addition and deletion of user ID's, disk quotas, accounting and access control, utilization reports, consultation on advancing technologies, video and imaging support and data visualization in accordance with DRD 1292MA-002.
- f. Provide risk analysis and management that shall include continual identification and assessment of technical, schedule, cost, and organizational risks involved with the operation of systems in accordance with DRD 1292MA-003.
- g. Provide statuses of work performed as requested.

7.4 Database Administration

The contractor shall perform database administration functions for existing/established and future systems which includes but is not limited to analyzing, planning, installing, testing, implementing, maintaining, tuning, and managing databases. The contractor shall also provide statuses of worked performed as requested.

7.5 Backup and Storage

The contractor shall perform backup and storage functions which include but are not limited to the following:

- a. Provide, maintain and manage customer storage, backups and restoration of the systems including all system files, file systems, directories, and/or user files.
- b. Monitor storage and backup systems for efficiency and utilization.
- c. Provide, as needed, engineering/architectural services for existing and newly acquired backup and storage systems.
- d. Provide statuses of work performed as requested.

7.6 Hardware and Systems Software Maintenance

The contractor shall be responsible for hardware and systems software maintenance which utilizes a customer funded agreement between the customer and the contractor. At NASA's discretion and timeline, the contractor shall be required to develop, implement and maintain a more cost effective method for this work.

The contractor shall maintain, in a fully operational condition, all hardware and systems software for those systems which the contractor has responsibility. Items to be maintained, consistent with the categories of hardware and systems software described in this PWS, will be routinely added or deleted throughout the period of performance of this contract. In performance of this function, the contractor shall:

- a. Prepare, implement, and maintain the Operability/Maintainability Plan in accordance with DRD 1292RM-001.
- b. Utilize existing Computing and Communications Asset Information Management System (CCAIMS) for tracking and logging operational failures, incidents, discrepancies, problem disposition and resolution, maintenance and repair activities, all in accordance with DRD 1292MA-008.
- c. Prepare and deliver status reports providing information on outages, such as component involved, period of downtime, and corrective actions in accordance with DRD 1292MA-008.
- d. Compile and maintain a list of key contacts responsible for coordinating and conducting the required hardware and systems software maintenance functions in accordance with DRD 1292MA-002.

- e. Maintain warranty protection and conditions for equipment in warranty.
- f. Maintain vendor subscriptions describing and providing updates and enhancements.
- g. Maintain a complete, up-to-date, and accurate list of spare parts and related material necessary to maintain the equipment in accordance with DRD 1292MA-002.
- h. Ensure availability of parts for both maintenance and production functions.
- i. Maintain a real time, up-to-date service record for each system. The record shall include: the date and type of equipment, service performed, list of parts used and costs, staff-hours utilized, and downtime, or time not available for use of equipment in accordance with DRD 1292MA-002.
- j. Maintain a working relationship with vendors or other NASA Centers necessary to obtain required items or maintenance in a timely manner.
- k. Maintain up-to-date vendor documentation for all systems in accordance with DRD 1292MA-002.
- l. Coordinate maintenance activities with customers, other service providers, and other contractors.
- m. Maintain a complete, up-to-date, and accurate list of systems software licenses.

7.6.1 Preventive Maintenance (PM)

The contractor shall perform PM, defined as maintenance performed by the contractor that is designed to keep the hardware and systems software in proper operating condition. The PM is performed on a scheduled basis, normally during the Principle Periods of Maintenance (PPM) defined for each system in the Operability/Maintainability Plan in accordance with DRD 1292RM-001.

- a. In performing PM on hardware equipment, the contractor shall:
 - 1. Develop PM schedules that minimize disruption to customer operations. Provide PM schedules in accordance with DRD 1292RM-001.
 - 2. Perform adjustments, cleaning, lubrication, and replacement of parts as specified according to published maintenance procedures.
 - 3. Install latest releases of Field Change Orders (FCO's) and other hardware updates.
- b. In performing PM to software, the contractor shall:
 - 1. Acquire, test, and install systems software updates. Systems software tests and installations shall normally be performed during scheduled system test periods.
 - 2. Track and renew system software licenses in accordance with DRD 1292MA-002.
 - 3. Evaluate vendor-supplied updates or patches for applicability.
 - 4. Implement system software releases.

7.6.2 Remedial Maintenance (RM)

The contractor shall perform RM, defined as that maintenance performed which results from equipment and software failure. It is performed as required on an unscheduled basis. RM shall be performed on all hardware and software elements specified in this contract. In performance of this function, the contractor shall:

- a. Perform RM promptly after notification that the component is inoperative.
- b. Ensure that the RM is performed to meet the customer's requirements and minimizes operational impact to the customer.
- c. Plan, implement, and enforce operational procedures to ensure that the system continues to operate while any failed component is being replaced. Document operational procedures in the Operability/Maintainability Plan in accordance with DRD 1292RM-001.
- d. Ensure that the maintenance tools, spares, procedures, skills, and response times are adequate to meet the requirements of the approved Operability/Maintainability Plan in accordance with DRD 1292RM-001.

7.7 Security Support

In accordance with Paragraph 2.6 requirements, the contractor shall develop, document, maintain, and manage operational and technical IT security policies, plans, procedures, and controls for all systems. For each of these services, the contractor shall integrate the IT security policies, plans, procedures, and control measures into their full life cycle, and shall test and review these policies, plans, procedures, and controls for adequacy and compliance as approved by NASA.

7.8 Configuration Management and Control

The contractor shall prepare, implement, and maintain a Configuration Management Plan which describes the technical and administrative functions necessary to identify and document the technical requirements of a system or project, control changes, deviations, and waivers to these technical requirements, and record and report change processing and implementation status in accordance with DRD 1292CM-001. The contractor shall maintain as-implemented systems configuration information to include, but is not limited to, vendor, hardware model numbers, software revision levels, user interface details, location and customer.