

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 59		3. EFFECTIVE DATE June 21, 2001		4. REQUISITION/PURCHASE REQ. NO. SEE PAGE 2		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS41-D		7. ADMINISTERED BY (If other than Item 6) PS41-D/Rita Mason/ 256-544-5511		CODE PS41-D	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Prime: Lockheed Martin Engineering & Sciences Company 2625 Bay Area Boulevard Houston, TX 77058  C/O: Lockheed Martin Space Mission Systems & Services Attn: Frank Barnes P.O. Box 240006 Huntsville, AL 35824-6406		(v)	9A. AMENDMENT OF SOLICITATION NO.
Code 51017 FACILITY CODE			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-44000
			10B. DATED (SEE ITEM 13) August 19, 1996

**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 PAGE 2

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

(v)	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.
X	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: The "Limitation of Funds" clause
	D. OTHER (Specify type of modification and authority)

**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.)

	Negotiated	Provisional	Award Fee	Potential	Total Contract	Total Sum
	Estimated Cost	Est. Cost	Earned	Award Fee	Value	Allotted
Previous Total:	\$137,247,592	\$11,000,000	\$5,348,589	\$ 380,345	\$153,976,526	\$153,072,049
This Modification:	0	7,000,000	0	0	7,000,000	6,995,800
Revised Total:	\$137,247,592	\$18,000,000	\$5,348,589	\$ 380,345	\$160,976,526	\$160,067,849

**See Page 2 for description of this modification.**

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) Harry B. Craig Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Harry B. Craig (Signature of Contracting Officer)	16C. DATE SIGNED June 21, 2001

Standard Form 30 Continued

REQUISITION/PURCHASE REQUEST NUMBER  
 ACCOUNTING AND APPROPRIATION DATA

1-1-FD-D1155(04)	801/20111	479-41-00-T585-FD-1-002-DP1-2550	\$3,820,148
1-1-FD-D1156(04)	801/20111	479-44-00-T585-FD-1-002-DS1-2550	300,000
1-1-FD-D1156(05)	801/20111	479-44-00-T585-FD-1-002-DS1-2550	1,216,000
1-1-FD-D1474(01)	801/20111	479-41-00-T585-FD-1-002-011-2550	450,000
1-1-FD-D1474(02)	801/20111	479-41-00-T585-FD-1-002-011-2550	1,000,000
1-1-FD-D4868(00)	801/20111	377-10-11-T585-FD-1-003-011-2550	3,285
1-1-FD-D4869(00)	801/20111	377-10-11-T585-FD-1-003-011-2550	206,367
		<b>TOTAL :</b>	<b>\$6,995,800</b>

The purpose of this modification is to provide incremental funding, extend the period of performance to September 30, 2001 and to add a special provision entitled "Safety Performance Evaluation" into section H.20 of the contract. Therefore the contract is changed as follows:

- A. Clause B.3 entitled, "Contract Funding"(18-52.232-81)(Jun 1990) is deleted in its entirety and replaced with the attached herein.
- B. Clause F.3 entitled "Period of Performance"(18-52.212-74)(Dec 1988) is deleted in its entirety and replaced with the attached herein.
- C. Section H.20 entitled, "Safety Performance Evaluation" is hereby incorporated into the contract and is attached herein.
- D. Revised pages, or slip-sheets, which reflect the modifications described above are attached hereto and will be substituted for the pages they replace.
- E. All other terms and conditions remain unchanged.

"B.6 CONTRACT FUNDING (18-52.232-81)(JUN 1990)

- (a) For purpose 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 \$153,677,898. This allotment is for Utilization Mission Support for the Mission Operations Laboratory and covers the following estimated period of performance: Date of contract Award through September 30, 2001.
- (b) An additional amount of \$6,389,951 is obligated under this contract for payment of fee(s).
- (c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>Earned Award Adjustment</u>	<u>Funding This Action</u>	<u>Revised Total</u>
Estimated Cost:	\$146,996,909	-0-	\$6,680,989	\$153,677,898
Award Fee Pool	726,551	-0-	314,811	1,041,362
Earned Award Fee	<u>5,348,589</u>	<u>-0-</u>	<u>0</u>	<u>5,348,589</u>
Total Sum Allotted	\$153,072,049	-0-	\$ 6,995,800	\$160,067,849

(End of Clause)

F.3 PERIOD OF PERFORMANCE (1852.212-74)(DEC1988)

- (a) The period of performance of this contract shall be August 19, 1996 through September 30, 2001.
- (b) In the event the Government elects to exercise its options(s) pursuant to the terms of this contract, the period of performance for each option shall be set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	8/19/99 – 8/18/00
2	8/19/00 – 9/30/01

(End of Clause)

**38. SAFETY PERFORMANCE EVALUATION**

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

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

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

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

**Management Commitment and Employee Involvement  
(ELEMENT 1)**

**Documented Safety Policy And Goals**  
Safety Committees  
Safety Meetings  
Subcontractor Safety  
Resources  
Access to Professional Safety Staff  
Accountability (Disciplinary Program)  
Annual Evaluation

**Hazard Prevention and Control  
(ELEMENT 3)**

**Hazard Identification Process**  
Facility and Equipment Maintenance  
Emergency Program and Drills  
Emergency Medical Care Program  
Personal Protective Equipment  
Health Program

## System And Worksite Hazard Analysis

### (ELEMENT 2)

Complete And Update Baseline Surveys  
Perform Analysis Of New Work.  
Job Hazard Analysis/ Process Review  
Self-Inspections  
Employee Hazard Reporting  
Mishap/Close Call Investigation  
Injury/Illness Rates

## Safety and Health Training (ELEMENT 4)

Employee  
Supervisor  
Manager

### 3. PERFORMANCE RECOGNITION

Contractor performance will be recognized as follows:

- **Level I**-Annual rating score of  $\geq 36$  based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR)  $\leq 50\%$  of the LTIR for the applicable Standard Industrial Classification (SIC) rate.

*Formal award with appropriate past performance referrals provided*

**Exception:** *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level I, the contractor shall have no lost time injuries during the past year.

- **Level II**-Annual rating score of  $\geq 28$  based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR)  $<$  the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued.

*Formal letter of commendation  
Will impact contract evaluation and past referrals*

**Exception:** *Contractors with less than 100 employees located onsite MSFC.* To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

- **Level III**-Quarterly rating score of  $\leq 16$  or a Lost Time Incident Rate (LTIR)  $>$  the Standard Industrial Classification (SIC) rate.

*Formal letter expressing Corrective Action Plan requested. Data placed In Past Performance Database*

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

*Failure to improve could result in contract options not being exercised.*

- If contractor's Safety Performance evaluation does not fall within the above categories.

*No recognition.*

**NOTE:** The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

#### **4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.**

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

#### **5. EVALUATION PROCESS.**

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

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan
- Contractor to have self-assessment validated by CO/ COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make

A determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

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

## **6. SAFETY METRIC REPORTING.**

The contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

## **7. FAILURE TO REPORT**

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