

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000019		3. EFFECTIVE DATE 03/01/2011		4. REQUISITION/PURCHASE REQ NO. 4200373724	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiera S. Spann Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) HEM CORP 4304 N. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C 9D. DATED (SEE ITEM 13) 10/09/2008		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
CODE 19HJ8		FACILITY CODE			

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) Net Increase: (b)(4)
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 data, 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 IDIQ Support within Scope, H.2 1952.216-90 TASK ORDERING PROCEDURE (ALTERNATE 1) (OCT 1996)
	D. OTHER (Specify type of modification and authority)

14. IMPORTANT: Contractor is not [X] is required to sign this document and return 1 copies to the issuing office

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

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

(a) Incorporate IDIQ Task Order 01, Bioassay Testing for Depleted Uranium Exposures, against basic contract NNM09AA03C. The value of task order 01 for the period March 1, 2011 through October 31, 2011 is (b)(4). The total value of task order 01, if all options are exercised through October 31, 2013, is (b)(4).

(b) Provide incremental funding to IDIQ Task Order 01 in the amount of (b)(4) (b)(4) pursuant to clause H.6 Limitation of Funds. The anticipated funded through date is May 31, 2011.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager & Admin		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15C. DATE SIGNED 3/1/11		15D. UNITED STATES OF AMERICA 03/01/2011	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000019

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NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
010	<p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Task Order 01 has been incorporated in its entirety Attachment J-16, IDIQ Task Orders, has been incorporated in its entirety Section J, List of Attachments, has been modified Performance Work Statement, Page J-1-17, has been modified</p> <p>3. Contractors Statement of Release</p> <p>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 19 to Contract NNM09AA03C Contractor Proposal Number: HPM Proposal dated February 4, 2011</p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>List of Changes: Accounting and Appropriation Data: PR 4200373724 Account code: 62EM30/6100.2560/62/FC000000/432938.11.01.08.39/00 0/2560/62/CASX12011D/361N/1/2 Cost Center 62EM30 GI Account 6100.2560 Order FC000000 Amount: (b)(4)</p> <p>FOB: Destination</p> <p>IDIQ Task Order 01, Bioassay Testing for Depleted Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Uranium Exposures Incrementally Funded Amount: (b)(4) Accounting Info: 62EM30/6100.2560/62/FC000000/432938.11.01.08.39/00 0/2560/62/CASX12011D/361N/1/2 Cost Center: 62EM30 GI Account: 6100.2560 Order: FC000000 WBS Element1: 432938.11.01.08.39 Item Number: 000 Commitment Item: 2560 Funds Center: 62 Fund: CASX12011D Functional Area: 361N Funded: \$2,500.00				

TASK ORDER 01

BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

	Current FFP TO Value	Total TO Obligations
PREVIOUS	(b)(4)	
THIS MOD		
TOTAL		

1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- a. The Contractor shall perform the Performance Work Statement (PWS) in accordance with the PWS provided as Attachment J-16, Task Order 01, as an IDIQ Task Order against basic contract NNM09AA03C. The Contractor shall perform this Task Order under the terms and conditions as set forth in the basic order and as supplemented in this Task Order.
- b. The Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to perform all the service requirements in the PWS.

Base Contract Order Period	Firm Fixed Task Order Value
Base Year	(b)(4)
Option 1	
Option 2	
Option 3	
Option 4	

2.0 TYPE OF ORDER

This is a performance-based, Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) type order.

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (Option 3 to basic contract) shall be March 1, 2011 through October 31, 2011.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract/task order, the period of performance for each option shall be as set forth below:

<u>Option Periods</u>	<u>Period of Performance</u>
Option 3	November 1, 2011 – October 31, 2012
Option 4	November 1, 2012 – October 31, 2013

4.0 PLACE OF PERFORMANCE

The Contractor shall perform the work under this order on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

5.0 PERFORMANCE MEASURE: (as stated in Attachment J-7, page J-7-7, PWS 3.0)

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 3.0 Medical Services	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00

6. TECHNICAL DIRECTION

Performance of the work under this Task Order is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), as set forth in Clause G.2, Technical Direction, of the basic order.

7. CONSIDERATION AND PAYMENT

- a. The Contractor shall be paid upon the satisfactory completion of the work called for in this Task Order and submission of properly certified invoices as detailed in Clause G.13, Consideration and Payment, of the basic order.
- b. The Contractor shall be paid monthly for the work called for in this Task Order at the rates specified for the applicable period as set forth in Attachment J-4, Corporate Rate Structure, to the basic order, and as set forth in the payment schedule shown below.
- c. Contractor invoices shall be submitted in triplicate in accordance with Clause G.13, Consideration and Payment, of the basic order.
- d. Task Orders shall be invoiced separately from the basic contract. Below is the payment schedule for Task Order 01.

Task Order 01 Payment Schedule

Frequency	Period End Date for Invoice	Amount
Monthly	3/31/2011	(b)(4)
	4/30/2011	
	5/31/2011	
	6/30/2011	
	7/31/2011	

	8/31/2011	(b)(4)
	9/30/2011	
	10/31/2011	
Total		

10. OTHER TERMS AND CONDITIONS

All other terms and conditions as contained in the basic contract, NNM09AA03C, are applicable to this Task Order.

11. ORDER OF PRECEDENCE

Should a conflict arise between the terms and conditions as shown in this Task Order and the terms and conditions of the basic order, NNM09AA03C, the basic contract shall prevail.

**12. 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MAR 1989)**

- (a) Of the total price for effort provided under this Task Order, the sum of (b)(4) is available for payment and allotted to this Task Order.
- (b) The Contractor agrees to perform or have performed the effort specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through May 30, 2011.
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

ATTACHMENT J-16 – IDIQ TASK ORDERS

PERFORMANCE WORK STATEMENT – TASK ORDER 01

WBS 3.2.1 BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

1.0 SCOPE

MSFC has a requirement for the use of depleted uranium. To comply with Nuclear Regulatory Commission, 10 CFR Part 20, *Standard for Protection Against Radiation*, Section 20.1204 in accordance with Section 20.1502, it will require the establishment of a biological monitoring program to measure the quantities of radionuclides excreted from the body. The establishment of a bioassay monitoring program is considered IDIQ support.

The Contractor shall establish a depleted uranium bioassay monitoring program by providing quarterly urine uranium bioassay medical screening for the potentially affected employees.

This screening shall consist of biological sample collection, testing, analysis and any associated clinical visits/consultations to support this new program.

All tests, analysis, examinations/evaluations shall be in compliance with above NRC requirements. Fourteen employees will receive this quarterly screening. Retests, such as follow-up and confirmation, may be required in the future at additional cost.

2.0 DELIVERABLES

- (a) The contractor shall submit a quarterly status report including but not limited to the quantity of testing and evaluations provided during the performance period.
- (b) The Contractor shall develop, maintain and implement a Medical Quality Assurance Program in accordance with DRD 1237QE-001 that evaluates all aspects of medical care provided to ensure compliance with NPR 1800.1, *NASA Occupational Health Program*.
- (c) The Contractor shall provide to the COTR, within 48 hours, a copy of each ambulance run report

4.0 TRAVEL – N/A

5.0 MATERIALS – N/A

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1/J-1-28
2	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management Implementation Guide and Assessment Matrix	J-3-1/J-3-4
4	Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-10
7	Performance Requirements Summary	J-7-1/J-7-7
8	Safety and Health Plan	J-8-1
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4
10	IDIQ Task Order Process Flow Chart	J-10-1
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1
16	IDIQ Task Orders (WBS 3.2)	J-16-1

[END OF SECTION]

- (e) The contractor shall ensure medical records (both hard copy and electronic) are available for Agency Medical quality control review.

NOTE: The medical records (written and electronic) developed during past contract years will be transferred to the new contractor and will be subject to the clause G.3, Installation_Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the contractor as to how the records shall be maintained and stored.

3.1.9 Flu Shots

- (a) The Contractor shall operate the annual MSFC Flu Shot program, purchasing, offering and providing flu shots to MSFC contractors and civil servants.

3.1.10 Automated External Defibrillator (AED)

The contractor shall administer, maintain and oversee the Centerwide Automated External Defibrillator (AED) Program consisting of approximately one hundred (100) AEDs and provide medical oversight/review for any Emergency Medical Services programs in accordance with MSFC MWI 1800.1, MSFC Automated External Defibrillator Program (draft).

3.1.11 Ambulance Services

- (a) The contractor shall provide ambulance services for MSFC.
- (b) The contractor shall ensure ambulances used during this contract are stocked, supplied and maintained in accordance with the Alabama Department of Public Health Office, EMS and Trauma and are compliant with applicable regulations and requirements for an Advanced Life Support unit.
- (c) The contractor shall provide ambulance stand by during emergencies such as fires, chemical spills, and explosive disposal. These may occur during regular hours or after hours.
- (d) The contractor shall provide onsite ambulance/medical support to prescheduled special events or activities. These include, but are not limited to, functions to which the general public is invited, the annual employee picnic, and support during visits by VIPs to the Center.

3.2 IDIQ Requirements

- (a) The Contractor shall provide additional medical services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

3.2.1 Task Order 1 - Bioassay Testing for Depleted Uranium Exposures (See Attachment J-16, IDIQ Task Orders)

3.3 Documentation and Reporting Requirements