

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO 000024		3 EFFECTIVE DATE 06/01/2011		4 REQUISITION/PURCHASE REQ. NO.	
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: Kiara S. Spann Marshall Space Flight Center AL 35812	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A AMENDMENT OF SOLICITATION NO <input checked="" type="checkbox"/>		9B DATED (SEE ITEM 11)	
10A MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C		10B DATED (SEE ITEM 13) 10/09/2008		CODE 1WHJB FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

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 Clause 52.243-1, Changes--Fixed-Price
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  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 purposes of this modification are to:

(a) Definitize the Contractor's proposal to reduce level of support for the period June 1, 2011 through contract end, if all options are exercised, October 31, 2013. Therefore, Total Potential Contract Value is decreased in the amount of (b)(4) from (b)(4) to (b)(4)

(b) Revise the Performance Work Statement (PWS), PWS 3.1.4(c) Mammograms and PWS 3.1.9 Flu Shots are removed in their entirety.

(c) Update NFS Clause 1852.204-76 Security Requirements for Unclassified Information

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) Laura Mills, Mgr. Contracts & Admin		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B CONTRACTOR/OFFEROR Specimen Mill		16B UNITED STATES OF AMERICA	
15C DATE SIGNED 5-26-11		16C DATE SIGNED 5-26-11	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000024

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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)
	<p>Technology Resources (Jan 2011)</p> <p>(d) Update MSFC Clause 52.204-90 Contractor Employee Badging And Employment Termination Clearance (Aug 2010)</p> <p>2. The following paragraph(s) and attachments has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>B.3.A TOTAL FIRM FIXED PRICE LUMP SUM B.3.B TOTAL POTENTIAL CONTRACT VALUE F.5 VARIATION IN QUANTITY (LUMP SUM) G.10 MSFC 52.204-90, CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (AUG 2010) I.17 1852.201-76, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) J-1-13 PWS 3.1.4 (c) Mammograms J-1-16 PWS 3.1.9 Flu Shcts</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to herein as complete and 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 contract 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 contract proposal(s), and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Contract Modification 24 Contractor Proposal: HPM Corporation Proposal dated May 13, 2011</p> <p>4. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Definitize Change Order Total Amount for this Modification: (b)(4) New Total Amount for this Award: \$24,590,601.00 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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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)
	Obligations unchanged: \$9,745,509.00  FOB: Destination				

B. IDIQ Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment J-1. IDIQ shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses I.4 Ordering, I.5 Order Limitations, I.6 Indefinite Quantity, and H.2 Task Ordering Procedure.

The maximum amount, not-to-exceed (NTE), of IDIQ work the Government may order is the IDIQ ceiling dollar value for the contract base period and option periods as listed below:

NTE CEILING VALUE	
Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
<b>TOTAL</b>	<b>\$7,500,000</b>

(End of Clause)

**B.3.A TOTAL FIRM FIXED PRICE (LUMP SUM)**

A. The total firm fixed price of this contract is as follows.

<u>PERIOD COVERED</u>	<u>PRICE</u>
11/01/08-10/10/31/11	\$10,010,463
Base Period 11/1/08 – 10/31/09	\$ 3,277,672

B. In the event this contract is renewed by exercise of the options pursuant to I.8, the PWS for the additional periods shall be that defined in Attachment J-1 of this contract. The total estimated amount applicable to each option period is set forth below:

PERIOD COVERED	PRICE	STATUS OF OPTIONS
(Option 1) 11/01/09 – 10/31/10	(b)(4)	Exercised Mod 8
(Option 2) 11/01/10 – 10/31/11	(b)(4)	Exercised Mod 14
(Option 3) 11/01/11 – 10/31/12	(b)(4)	TBD
(Option 4) 11/01/12 – 10/31/13	(b)(4)	TBD

**B.3.B TOTAL POTENTIAL CONTRACT VALUE**

The total potential contract value for this contract, to include both the FFP (Lump Sum) and IDIQ Not-to-Exceed amounts, is hereby established as follows:

PERIOD COVERED	FIRM FIXED PRICE LUMP SUM	IDIQ NOT-TO EXCEED	TOTAL
(Base) 11/01/08-10/31/09	(b)(4)		
(Option 1) 11/01/09 – 10/31/10			
(Option 2) 11/01/10 – 10/31/11			
(Option 3) 11/01/11 – 10/31/12			
(Option 4) 11/01/12 – 10/31/13			
TOTAL			

\* To be completed by offeror

Note: The value of all IDIQ work will be denoted on individual Task Orders per Clause H.2.

(End of clause)

**B.4 METHOD OF DEDUCTIONS**

This contract is performance-based and utilizes various means to calculate deductions if the Contractor fails to perform required services. The Contractor's Self-Evaluation of Performance and the Performance Requirements Summary (PRS) will be used to assess the Contractor's performance and to determine deductions pursuant Clauses E.3, Consequences of Contractor's Failure to Perform Required Services for Lump Sum Work, and E.4, Consequences of Contractor's Failure to Perform Required Services for IDIQ Work.

(End of Clause)

**[END OF SECTION]**

(a) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. Prior to contract completion, a successor contractor(s) may be selected to perform the work IDIQ covered by the PWS. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities. Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 21 calendar days in accordance with FAR 52.237-3, Continuity of Services. Upon Completion of Phase-Out, at the Government's option, the Contractor will be required to furnish to the Government, at no higher than vendors invoice price, all remaining medical and office supplies that were Contractor procured.

(End of clause)

**F.5 VARIATION IN QUANTITY (LUMP SUM)**

A. If the furnished or delivered quantity of items in the table below varies on an annual basis more than twenty (20) percent above or below the number of services listed, an equitable adjustment in the Lump Sum price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the number of services.

Service Provided	PWS Reference	Number Provided Annually
Patient Exams (e.g. Part I and Part II, treadmill, mammogram)	3.1	8150
Injections: Others	3.1.4	<b>1182</b>
Industrial Hygiene: Inspection/Surveys	4.1	640
Industrial Hygiene: Asbestos Activities	4.1.7	760
Industrial Hygiene: Monitoring and Analysis	4.1	840
Health Physics Activities	5.1	1600
Respiratory Protection Program Activities	6.1	8700

B. For purposes of determining the applicability of this clause, the following shall not be included in the count of services performed, or item delivered:

(1) any services or items which the Contractor is required to provide to remedy the consequences of any act or omission on the part of the Contractor, or its agents, employees, or subcontractors, or

(2) any items or services which the Contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this contract). Examples under category (1) include any repair or restorative work which might be required due to the negligence of Contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to

Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

**G.10 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (AUG 2010)**

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.
- (b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must be complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted for MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there is no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should

- (c) be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.
- (d) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval period to processing by the MSFC Protective Services Office.
- (e) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," or MSFC Form 383-3, "Michoud Assembly Facility (MAF) Contractor Employee Clearance Form", when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.
- (f) Instruction on how to access the PIV system and request for copies of MSFC Forms 383-1 and 383-3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

#### **G.11 JOINT INVENTORY**

- (a) The Contractor shall conduct a joint inventory with the Government of all facilities and equipment to be made available to the Contractor during the phase-in period. This inventory will not be the cause of an adjustment in contract price. During the inventory, the Contractor shall determine which items they choose to accept for use under this contract and the exact quantity, condition, and serviceability of those items. Items not desired for use by the Contractor shall be identified by written notification on completion of the phase-in period. Equipment not desired shall be staged by the Contractor at an on-site location indicated by the Contracting Officer for Government pick-up within 30 days after the end of the phase-in period. The Contractor shall prepare an electronic inventory listing (jointly approved by the Government and the Contractor) and maintain the inventory in a current status for the initial contract term and for any option years. The Contractor shall submit to the Contracting Officer an electronic inventory listing whenever changes occur. The Contractor shall provide a report electronically or in hardcopy format of inventory discrepancies as they are discovered or suspected.
- (b) The Contractor shall conduct a joint inventory with the Government of all facilities and equipment to be made available to the Contractor one (1) month prior to expiration of the base contract year and each option year to ensure no discrepancies exist.

The Contractor shall, at the completion of the contract (including option period, if any), return the same property equal in type, kind, quality, and quantity of items as originally made available by the Government and accepted by the Contractor, exclusive

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

(End of clause)

**I.16 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**I.17 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at:

<http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT

Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

**I.18 1852.215-84 OMBUDSMAN (OCT 2003) (ALTERNATE 1) (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Robin Henderson, MSFC Associate Director, Mail Code DE01, (256) 544-1919, facsimile (256) 544-7920, e-mail Robin.N.Henderson@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail, james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

**I.19 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

**"Historically Black Colleges or University,"** as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**"Minority institutions,"** as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

**"Small disadvantaged business concern,"** as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

**"Women-owned small business concern,"** as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

**I.20 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

**I. 21 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other

criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

**I.22 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)**

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction.

The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*.

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

**I.23 MEDICAL RECORDS CONFIDENTIALITY**

This contract deals with medical records and conditions of patients and the resulting confidential medical information shall be held in confidence in accordance with all applicable laws and regulations.

(End of Clause)

**I.24 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC  
52.252-90)(FEB 2001)**

The Representations, Certifications, and Other Statements of Offerors or Quoters Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

**I.25 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2010. 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, 2010, 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 SECTION]**

1. Laboratory Profile to include chemistry profile, Total Iron Binding Capacity (TIBC) when deemed medically appropriate by the examination provider, CBC with differential complete urinalysis and Lipid Profile.
  2. Thyroid; minimum of FreeT4 and TSH
  3. Resting electrocardiogram
  4. Pulmonary function study
  5. A complete examination by an appropriate licensed health professional (such as a physician or nurse practitioner) which includes, as a minimum, the following evaluation/examinations/patient consultation: ENT; head/neck; blood pressure; hernia; eye/retinal; heart and lungs auscultation; reflexes; skin (whole body exam for potential skin cancer upon patient request); as appropriate - breast, prostate, scrotal, rectal, pelvic; and lab results review. More frequent examination and additional tests may be performed, if considered necessary in the judgment of the examining physician.
- (c) The Contractor shall offer additional tests/diagnostics annually or as noted below. These include, but are not limited to, the following:
- ~~1. Mammogram (per American Cancer Society guidelines)~~
  2. Prostate Sensitive Antigen (PSA) (per American Cancer Society guidelines)
  3. Hemocult (offered annually for employees age 40 and over)
  4. Treadmill (offered biannually for civil service employees over age 45; triannually for civil service employees under age 45; annually for protective services personnel; or as prescribed by a physician)
  5. Image guided papanicolaous smear
  6. Chest x-ray, as dictated by Standard, or when required by physician
  7. LpPLA2 (approximately 250 per year)
- (d) The Contractor shall administer prescribed medications (e.g., allergy shots) to civil servant and onsite contractor employees to minimize time away from work.
- (e) The Contractor shall provide immunizations and other injections to civil service employees as deemed necessary by the Medical Director, providing necessary information regarding immunization and performing appropriate documentation.
- (f) The Contractor shall provide support services to MSFC workforce for official travel to include:
1. Traveler briefings with up to date information on destination environmental issues and infectious outbreaks;
  2. Travel related medical reviews prior to authorization of overseas travel to include: identifying the need for vaccinations (such as yellow fever), providing standard immunizations (such as tetanus-diphtheria, polio, measles mumps and rubella (MMR), hepatitis A and hepatitis B), reviewing and evaluating pre-existing medical conditions, personal medications, and destination medical capabilities;
  3. Travel packets to employees traveling to overseas sites in accordance with MPR 1810.1. Packets to contain some basic medical supplies, such as Tylenol, Band-Aids, non-adhesive bandages, gauze pads antibiotic ointment, anti-diarrhea medication, anti-pruritic

- (a) The contractor shall ensure the information contained in the employee medical record is sufficient to provide data for use in job placement, to establish health maintenance, for treatment and rehabilitation, for use in epidemiological studies, and to help management with program evaluation and improvement.
- (b) The contractor shall ensure employees have access to their medical records upon receipt of a signed release by the employee or receipt of a notarized designation by the employee or third party.
- (c) 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)