

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000026	3. EFFECTIVE DATE 10/01/2011	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	CODE MSEC
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8	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 9 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: IDIQ Support within Scope, H.2 1857.216-80 Task Ordering Procedure (Alternate 1) (Oct 1996)
	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 purpose(s) of this modification is/are to:

a) Definitize the contractor's proposal to provide Environmental Management Support Services, incorporating this effort into the contract as IDIQ Task Order 02 in the amount of (b)(4) OY2; (b)(4) 888 OY3; (b)(4).005 OY4 for a total of (b)(4) if all options are exercised.

b) Provide incremental funding to IDIQ Task Order 02 in the amount of (b)(4) pursuant to Clause 12, Limitation of Funds. Funds will be made available October 1, 2011 based upon availability of funds.

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, Manager Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR Laura Mills (Signature of person authorized to sign)	15C. DATE SIGNED 9.15.11	16B. UNITED STATES OF AMERICA Sherry K Fenn (Signature of Contracting Officer)	16C. DATE SIGNED 9/15/11

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Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
NNM09AA03C/000026

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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>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Task Order 02 has been incorporated in its entirety.</p> <p>Attachment J-16, IDIQ Task Orders, has been incorporated in its entirety.</p> <p>Section J, C-1 List of Attachments has been modified to incorporate 3.2.2 Task Order 2.</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Supplemental Agreement for work within scope</p> <p>Total Amount for this Modification: (b)(4) thereby correcting Contract IDIQ Totals for periods OY 2, 3, & 4</p> <p>New Total Amount for this Award: \$24,590,601</p> <p>New Total Obligated Amount for this Award: \$9,748,949</p> <p>CHANGES FOR LINE ITEM NUMBER: 11 Environmental Mgt Support Svs OY 2 With offsetting decrease in LI 07 OY2, maximum IDIQ Value: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 12 Environmental Mgt Support Svs OY 3 With offsetting decrease in LI 08 OY3, maximum IDIQ Value: (b)(4)</p> <p>FOB: Destination</p> <p>CHANGES FOR LINE ITEM NUMBER: 13 With offsetting decrease in LI 09 OY4, maximum IDIQ Value:</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

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OF

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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)
013	JDIQ Task Order 02, Environmental Mgt Support Svs OY 4 Amount: (b)(4) (Option Line Item)				

TASK ORDER 02

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

	Current FFP TO Value	Total TO Obligations
PREVIOUS	(b)(4)	
THIS MOD		
*TOTAL		
*If all options are exercised (see 1.0 (b.) below)		

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 02, 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 contract 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 2 to basic contract) shall be October 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:

See Performance Requirements Summary Attached

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 contract.

7. CONSIDERATION AND PAYMENT

- a. Contractor invoices shall be submitted in accordance with Clause G.13, Consideration and Payment, of the basic contract.
- b. The Contractor shall be paid monthly for the work called for in this Task Order, and as set forth in the payment schedule shown below.
- c. Task Orders shall be invoiced separately from the basic contract. Below is the payment schedule for Task Order 02.

Task Order 02 Payment Schedule

Frequency	Period End Date for Invoice	Amount
Monthly	10/31/2011	(b)(4)

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 2 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 \$0 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: October 1, 2011	Amount: (b)(4)

- (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 **October 1, 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.

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

Environmental Engineering & Occupational Health Office

NASA/Marshall Space Flight Center

Huntsville, AL

1.0 GENERAL REQUIREMENTS

The Contractor shall provide Environmental Management Support Services to MSFC designed to achieve the following objectives:

- a. Maintain the Center's conformance with the ISO 14001 Environmental Management System.
- b. Maintain the Center's compliance with federal and state environmental regulatory requirements.
- c. Comply with all NASA and MSFC directives.

2.0 FIRM-FIXED-PRICE (FFP) WORK

The following effort will be bid as FFP work.

2.1 General Support

The Contractor shall:

- a. Respond to technical questions from the Government and its contractors within 4 hours of receipt of request.
- b. Attend onsite meetings when requested by the Government or as required to support user organizations.
- c. Attend pre-construction conferences in order to brief contractors of MSFC environmental issues (including, but not limited to, hazardous materials, air compliance, sustainability, recycling, green purchasing, etc.).
- d. Gather and enter environmental compliance data into NETS database as required. NETS is an online database owned by NASA Headquarters and requires annual input of environmental compliance data.
- e. Prepare materials/data for presentations and perform onsite presentations as required.

2.2 Hazardous Materials Management

The Contractor shall:

- a. Track, maintain inventory, and report all hazardous materials used on-site at MSFC in accordance with EPCRA regulations. This includes all chemical inventories for Government and onsite contractors. The Contractor shall utilize the Government-provided software (currently HMMS) for tracking and maintaining inventory. Materials will be inventoried at two Central Receiving locations (Buildings 4631 and 4650).
- b. Apply appropriate warning label to containers of ozone-depleting substances (ODS), in accordance with environmental regulations (40 CFR 80.106).
- c. Annually inspect, scan barcodes, and verify/reconcile inventory for all hazardous materials onsite.
- d. Provide data from the chemical inventory database upon request.
- e. Provide three instructor-led training sessions per year to onsite Center personnel regarding proper ordering, inventory and management of hazardous materials (as part of the SHE 317 Environmental Compliance Training). Each session is approximately 30 minutes.

2.3 Sustainability Program

The Sustainability Program includes sustainability, pollution prevention, recycling and green purchasing.

The Contractor shall:

- a. Continually explore sustainability opportunities throughout MSFC.
- b. Seek waste minimization alternatives such as source reduction, reuse of materials, and recycling.
- c. Provide data and information to support the annual preparation of the MSFC Sustainability Plan. Data and information may include, but are not limited to recycling, green purchasing, chemical management and reduction, status of sustainability projects, status of meeting Center goals.
- d. Participate in sustainability working groups as requested.
- e. Support Earth Day activities on Center with display and other related activities.
- f. Support America Recycles Day activities on Center with display and other related activities.

2.4 Air Compliance Support

The Contractor shall:

- a. Inspect Title V permitted significant sources monthly and document as listed in the Title V permit.
- b. Inspect insignificant sources twice a year as listed at http://co.msfc.nasa.gov/ad10/docs/InsignificantAirSources_0910.pdf.
- c. Survey MSFC for new sources as defined by Federal and State regulations.
- d. Conduct monthly inspections to verify that all user organizations of Title V permitted sources maintain applicable records available for review and inspection.
- e. Maintain a current list of permitted sources and insignificant sources.
- f. Notify Government by phone or e-mail immediately upon discovery of any new source or source that has been removed or changed.
- g. Label all permitted significant and insignificant sources within one month of the source(s) being placed onsite or within one month of discovery of the source(s). Label designates the equipment as an air source. Contractor shall provide labels.
- h. Perform vapor balance test of the gas station in November of each year. Coordinate maintenance and repair activities if vapor balance test fails.
- i. Verify that all personnel working with refrigerants are properly certified and all refrigerant recovery and reclamation equipment is properly certified as described in the MSFC Title V Permit General Proviso 25.
- j. Query the HMMS database annually for chemicals listed in the Chemical Accidental Prevention Provision of the Clean Air Act, as described in the MSFC Title V Permit General Proviso 26, to determine if any of the listed chemicals exceed the quantity thresholds that require a Risk Management Plan. Notify Government when thresholds are exceeded.

3.0 DOCUMENTATION AND REPORTING REQUIREMENTS

3.1 Environmental Operations Plan

The Contractor shall annually submit an Environmental Operations Plan to describe the Contractor's method of operations for environmental activities.

3.2 Environmental Monthly Report

The Contractor shall submit Environmental Monthly Reports to report status of environmental activities.

3.3 Tier II Report

The Contractor shall annually prepare a Tier II Report to provide chemical data to regulatory agencies, in accordance with 40 CFR 355.

3.4 Toxic Release Inventory Report

The Contractor shall annually prepare the Toxic Release Inventory Report (Form R) to notify regulatory agencies of toxic release activities, in accordance with 40 CFR 372.

3.5 Process Safety Report

The Contractor shall annually prepare Process Safety Reports (29 CFR 1910.119) to document safety information involving hazardous chemicals.

3.6 Hazardous Air Pollutant Report

The Contractor shall annually prepare a Hazardous Air Pollutant Report to provide usage data to be tracked for planning purposes.

3.7 Air Emissions Estimate Report

The Contractor shall annually prepare an Air Emissions Estimate Report to provide annual air emission data required by the MSFC Title V Permit.

3.8 Vapor Balance Test Report

The Contractor shall annually prepare the Vapor Balance Test Report to provide air compliance data regarding the MSFC gas station vapor balance system.

3.9 Clean Air Act Title V Annual Compliance Report

The Contractor shall annually prepare the Clean Air Act Title V Annual Compliance Report for submission to EPA and ADEM as described in the MSFC Title V Permit General Provisos 12 and 21.

3.10 Clean Air Act Title V Semi-Annual Compliance Report

The Contractor shall prepare the Clean Air Act Title V Semi-Annual Compliance Report for submission to ADEM as described in the MSFC Title V Permit General Provisos 12 and 21.

3.11 Fuel Supplier Letter

The Contractor shall annually obtain and submit a letter from the fuel supplier certifying the sulfur-content of the fuel delivered to MSFC.

4.0 GOVERNMENT FURNISHED EQUIPMENT

- a. 2 computers (includes computer support)
- b. 2 barcode scanners
- c. 2 barcode printers

LIST OF ACRONYMS

ADEM	Alabama Department of Environmental Management
CFR	Code of Federal Regulations
CO	Contracting Officer
COTR	Contracting Officer Technical Representative
DRD	Data Requirements Document
EEOH	Environmental Engineering & Occupational Health
EPCRA	Emergency Planning and Community-Right-to-Know Act
FFP	Firm Fixed Price
HMMS	Hazardous Material Management System
MSDS	Material Safety Data Sheet
MSFC	Marshall Space Flight Center
NASA	National Aeronautics and Space Administration
NETS	NASA Environmental Tracking System
ODS	Ozone Depleting Substance
OSHA	Occupational Safety and Health Administration
RSA	Redstone Arsenal

The following shall be bid as FFP work and performed to meet the following requirements:

PERFORMANCE REQUIREMENTS SUMMARY				
ENVIRONMENTAL SERVICES				
REQUIRED SERVICE	PERFORMANCE STANDARD	AQL	METHOD OF SURVEILLANCE	DEDUCTION
2.2 Hazardous Material Management	90% accuracy of hazardous material inventory documentation and data captured in database	3 incidents per reporting period	Customer feedback, spot checks, and compliance inspections	\$500 per incident over AQL
	Submit hazardous material inventory reporting data at least 30 days prior to regulatory due date	0 incidents per reporting period	Inventory submission	\$1,000 per incident over AQL
	Provide 3 sessions of hazardous material inventory training per calendar year	0 incidents per reporting period	Monitor	\$500 per incident over AQL
2.3 Sustainability	Provide sustainability data and information in support of the MSFC Sustainability Plan	0 incidents per reporting period	Report submission	\$500 per incident over AQL
2.4 Air Compliance Support	100% of sources included in Title V Air Permit	1 incident per reporting period	Spot checks	\$500 per incident over AQL
	No notices of violation or other deficiencies under direct control of Contractor	0 incidents per reporting period	Regulatory or other inspections	\$1,000 per incident over AQL

ATTACHMENT J-16 – IDIQ TASK ORDERS

TASK ORDER 01

WBS 3.2.1 BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

TASK ORDER 02

**WBS 3.2.2 OCCUPATIONAL HEALTH AND ENVIRONMENTAL
MANAGEMENT SUPPORT SERVICES**

ATTACHMENT J-16 – IDIQ TASK ORDERS

PERFORMANCE WORK STATEMENT – TASK ORDER 02

WBS 3.2.2 OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

1.0 SCOPE

The Contractor shall provide Environmental Management Support Services to MSFC designed to achieve the following objectives:

- a. Maintain the Center's conformance with the ISO 14001 Environmental Management System.
- b. Maintain the Center's compliance with federal and state environmental regulatory requirements.
- c. Comply with all NASA and MSFC directives.

2.0 DELIVERABLES

- (a) The contractor shall submit a quarterly status report for Environmental Management Support Services to MSFC 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*.

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]