

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 3 PAGES
2 AMENDMENT/MODIFICATION NO 000034	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 4200416733	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 MSFC
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 1WHJ8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	10B DATED (SEE ITEM 13) 10/09/2008

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) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	NFS Clause 1852.232-77, Limitation of Funds

E. IMPORTANT: Contractor is not required to sign this document and return _____ copies to the issuing office.

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

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

1. Correct administrative errors from previous modifications listed below:
 - a) Remove [End of Section] Notation from Page B-3.
 - b) Include [End of Section] Notation on Page B-4 which was incorporated in Modification 28.
 - c) Revise Part III; Page J-1; Attachment 16 Pages to reflect correct page numbers for all task orders issued to date; no changes to the clauses delineated therein result.
- 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)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S Jackson
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED 11/23/11

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
	<p>from the renumbering of pages specified in this modification.</p> <p>d) Revise Attachment J-16-IDIQ Task Orders Header Numbering & Page Number(s) in entirety.</p> <p>2. Provide incremental funding to Medical Services OY3 pursuant to Clause 12.0, Limitation of Funds in the amount of (b)(4) increasing the OY3 allotment (FFP Lump Sum) for Occupational Health Services (OHS) from (b)(4) with anticipated fund-through date of December 15, 2011. Total funding allotted to FFP Lump Sum is (b)(4) inclusive of funding obligated to IDIQ Task Orders 01 & 02.</p> <p>3. Clause H.6, Limitation of Funds (Fixed-Price Contract) is revised to reflect the obligation of \$290,775 in funding and revision of the funding coverage date through December 15, 2011.</p> <p>4. Pursuant to 12.0 Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:</p> <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Total FFP Lump Sum Value</td> <td style="padding-right: 20px;">Total IDIQ OY3 Value</td> <td>Total Funds Obligated</td> </tr> </table> <p>Previous: (b)(4) This Mod: [REDACTED] Current: [REDACTED]</p> <p>5. The following pages have been hereby modified and replaced in its entirety with the updated slip-sheets to Contract NNM09AA03C and its Task Orders provided with sidebars in the right margins in the specific area indicating change:</p> <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Pages Deleted</td> <td>Pages Added</td> </tr> <tr> <td>B-3</td> <td>B-3</td> </tr> <tr> <td>B-4</td> <td>B-4</td> </tr> <tr> <td>H-6</td> <td>H-6</td> </tr> <tr> <td>H-7</td> <td>H-7</td> </tr> <tr> <td>J-1</td> <td>J-1</td> </tr> <tr> <td>J-16-2</td> <td>(see below)</td> </tr> <tr> <td>(TO 1) 1-4</td> <td>(TO 1) J-16-2 - J-16-6</td> </tr> <tr> <td>(TO 2) 1-10</td> <td>(TO 2) J-16-7 - J-16-18</td> </tr> </table> <p>Continued ...</p>	Total FFP Lump Sum Value	Total IDIQ OY3 Value	Total Funds Obligated	Pages Deleted	Pages Added	B-3	B-3	B-4	B-4	H-6	H-6	H-7	H-7	J-1	J-1	J-16-2	(see below)	(TO 1) 1-4	(TO 1) J-16-2 - J-16-6	(TO 2) 1-10	(TO 2) J-16-7 - J-16-18				
Total FFP Lump Sum Value	Total IDIQ OY3 Value	Total Funds Obligated																								
Pages Deleted	Pages Added																									
B-3	B-3																									
B-4	B-4																									
H-6	H-6																									
H-7	H-7																									
J-1	J-1																									
J-16-2	(see below)																									
(TO 1) 1-4	(TO 1) J-16-2 - J-16-6																									
(TO 2) 1-10	(TO 2) J-16-7 - J-16-18																									

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000034

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Version: (b)(4) Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: \$10,497,289 Incremental Funded Amount for OHS OY3 changed: from \$175,000 to \$465,775</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: \$290,775 FOB: Destination</p>				

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)

B.5 SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) TASK ORDERS

Products or services which have not been identified in advance, but are within the general scope of this contract, may be authorized by the GOVERNMENT as a fixed price Task Order, using pre-established negotiated labor rates (Attachment J-12). A summation of authorized Task Orders is listed below and will be updated periodically via a unilateral modification.

**Summation of Task Orders by Contract Year and Total Task Order Price*
(Not inclusive of Task Order Options not yet exercised)**

Contract Period Covered	*Total Task Order Value
Contract Year 1	(b)(4)
Contract Year 2- Option 1	
Contract Year 3- Option 2	
Task Order 01	
Task Order 02	
Contract Year 4- Option 3	
Task Order 01	
Task Order 02	
Contract Year 5- Option 4	
Task Order 01	
Task Order 02	
TOTALS	

*GOVERNMENT will fill-in as Task Orders are implemented or Task Order Options are exercised, and a Modification will be issued periodically to update ID/IQ values.

(End of clause)

[END OF SECTION]

H.5 1852.225-70 EXPORT LICENSES (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

Note: The amount obligated in Paragraph (a) below, reflects the obligation of funds to include Task Orders in J-16.

H.6 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)

(a) Of the total price of items identified as FFP (Lump Sum) and IDIQ Task Orders, the sum of **\$10,497,289** 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: **TBD**

Amount: **\$3,163,410**

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until **December 15, 2011** (See Task Orders for TO funding coverage dates).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

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 – J-16-18

[END OF SECTION]

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

3.0 TRAVEL – N/A**4.0 MATERIALS – N/A**

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	

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 March 1, 2011 through May 31, 2011.

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

6.0 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.

7.0 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
	5/31/2011	(b)(4)
Total		

8.0 OTHER TERMS AND CONDITIONS

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

9.0 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.

10.0 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) 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 31, 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 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*.

3.0 TRAVEL – N/A**4.0 MATERIALS – N/A**

TASK ORDER 02

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

	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 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 shall be October 1, 2011 through October 31, 2012.

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 (Exercised)
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

6.0 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.

7.0 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 for Option Year 3.

Task Order 02 Payment Schedule

<u>Monthly Invoice</u>	<u>Period End Date for Invoice(s)</u>	<u>Separate Invoice Amount</u>
Oct	10/31/2011	(b)(4)
Nov	11/30/2011	
Dec	12/31/2011	
Jan	1/31/2012	
Feb	2/28/2012	
Mar	3/31/2012	
Apr	4/30/2012	
May	5/31/2012	
June	6/30/2012	
July	7/31/2012	
Aug	8/31/2012	
Sep	9/30/2012	
Oct	10/31/2012	
Total		

8.0 OTHER TERMS AND CONDITIONS

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

9.0 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.

10.0 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 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: **Nov. 15, 2011** Amount: **\$139,888**

- (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 **November 15, 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