

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 000038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200422708	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.	
CODE 1WHJ8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IDIQ Support within Scope, H.2 1852.216-80 Task Ordering Procedure (Alternate I) (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.)**

Contract NNM09AA03C for Occupational Health and Environmental Support Services is a FFP Mission and FFP IDIQ Contract. This modification incorporates IDIQ Task Order 03, providing Environmental Operations Support Services (EOSS) into the FFP IDIQ portion of the contract.

1. The purposes of this modification are to:

(a) Definitize the contractor's proposal with a value for Task Order 03 of (b)(4).

(b) Provide incremental funding for IDIQ Task Order 03 EOSS pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of \$463,950, from \$0 to \$463,950.

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) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR  
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The funded through date for this T.O.03 is September 30, 2012.</p> <p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Contract Clause B.5 Summation of Task Orders by Contract Year</p> <p>Contract Clause H.6 Limitation of Funds (Fixed-Price Contract) Mission</p> <p>Contract Section J - List of Attachments Attachment J-1 - Task Order(s) incorporated under 4.2 IDIQ Requirements Attachment J-16 IDIQ Task Orders have been modified to incorporate 3.2.3 Task Order 03.</p> <p>Task Order 03 has been incorporated in its entirety.</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 T.O. 03 Value: (b)(4)</p> <p>T.O. 03 Obligations: (b)(4)</p> <p>Total Potential Contract Value Remains: (b)(4)</p> <p>Current contract Value: \$19,499,760</p> <p>New Total Obligated Amount for this Contract's Task Orders: \$13,821,624</p> <p>Funded Through Date for Mission &amp; T.O.03: 09/30/2012</p> <p>Accounting Info: 62AS10/6100.2560/62/FC000000/736466.03.01.08.02.0/7/000/2560/62/CASX12012D/361N/1/2 Cost Center: 62AS10 GI Account: 6100.2560 Order: FC000000 WBS Element1: 736466.03.01.08.02.0 WBS Element2: 7 Item Number: 000 Commitment Item: 2560 Funds Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000038

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3 3

NAME OF OFFEROR OR CONTRACTOR  
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
014	Center: 62 Fund: CASX12012D Functional Area: 361N FOB: Destination IDIQ Task Order 03, Environmental Ops Support Svs OY 3 Incrementally Funded Amount: (b)(4)				(b)(4)
015	IDIQ Task Order 03, Environmental OpsSupport Svs OY 4 Amount: (b)(4) Option Line Item)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE  
 2 AMENDMENT/MODIFICATION NO  
 3 PAGE OF PAGES

4 REQUISITION/PURCHASE REQ NO  
 5 PROJECT NO (if applicable)  
 6 ISSUED BY  
 7 ADMINISTERED BY (if other than item 6)  
 CODE MSFC

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
 HEM CORP  
 4304 W. 24th AVE, Suite 100  
 KENNESWICK WA 99336

9A AMENDMENT OF SOLICITATION NO  
 9B DATED (SEE ITEM 11)  
 10A MODIFICATION OF CONTRACT ORDER NO  
 NNMO9AA030  
 10B DATED (SEE ITEM 13)  
 16/09/2008

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)  
 See Schedule  
 Net Increase: \$463,950.00

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 IDIQ Support within Scope, A.O. 1802.006 OF Task Ordering Procedure (Alternative 1) FAR 101.116  
 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)  
 Contract NNMO9AA030 For Occupational Health and Environmental Support Services is a FFP Mission and FFP IDIQ Contract. This modification incorporates IDIQ Task Order 03, providing Environmental Operations Support Services (EOSS) into the FFP IDIQ portion of the contract.

1. The purposes of this modification are to:  
 (a) Definitize the contractor's proposal with a value for Task Order 03 of (b)(4)  
 (b) Provide incremental funding for IDIQ Task Order 03 EOSS pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of \$463,950, from 00 to \$463,950.  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 5A or 10A as herebefore changed, remains unchanged and is full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)  
 Laura Mills, Manager, Contracts & Admin  
 15B CONTRACT OFFEROR  
 15C DATE SIGNED  
 15D UNITED STATES OF AMERICA  
 15E NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Sherry K. Fenn  
 15F DATE SIGNED  
 1-30-12

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000038

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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>The funded through date for this T.O.03 is September 30, 2012.</p> <p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Contract Clause B.5 Summation of Task Orders by Contract Year</p> <p>Contract Clause H.6 Limitation of Funds (Fixed-Price Contract) Mission</p> <p>Contract Section J - List of Attachments Attachment J-1 - Task Order(s) incorporated under 4.2 IDIQ Requirements Attachment J-16 IDIQ Task Orders have been modified to incorporate 3.2.3 Task Order 03.</p> <p>Task Order 03 has been incorporated in its entirety.</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 T.O. 03 Value: (b)(4)</p> <p>T.O. 03 Obligations: (b)(4)</p> <p>Total Potential Contract Value Remains: (b)(4)</p> <p>Current contract Value: \$19,499,760</p> <p>New Total Obligated Amount for this Contract's Task Orders: \$13,821,624</p> <p>Funded Through Date for Mission &amp; T.O.03: 09/30/2012</p> <p>Accounting Info: 62AS10/6100.2560/62/FC000000/736466.03.01.08.02.0/ 7/000/2560/62/CASX12012D/361N/1/2 Cost Center: 62AS10 GI Account: 6100.2560 Order: FC000000 WBS Element1: 736466.03.01.08.02.0 WBS Element2: 7 Item Number: 000 Commitment Item: 2560 Funds Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNM09AA03C/000038

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 3 3

NAME OF OFFEROR OR CONTRACTOR  
 HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Center: 62 Fund: CASX12012D Functional Area: 361N FOB: Destination				
014	IDIQ Task Order 03, Environmental Ops Support Svs OY 3 Incrementally Funded Amount: (b)(4)				(b)(4)
015	IDIQ Task Order 03, Environmental OpsSupport Svs OY 4 Amount: (b)(4) (Option Line Item)				

**B.5 SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)  
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**

<b>Contract Period Covered</b>	<b>Total Task Order Value</b>	<b>Exercised Options</b>
<b>Contract Year 1</b>	(b)(4)	Exercised
<b>Contract Year 2</b>		Exercised
<b>Contract Year 3- Option 2</b>		Exercised
Task Order 01		
Task Order 02		
<b>Contract Year 4- Option 3</b>		Exercised
Task Order 01		
Task Order 02		
Task Order 03		
<b>Contract Year 5- Option 4</b>		
Task Order 01		
Task Order 02		
Task Order 03		
<b>TOTALS</b>		<b>\$682,882</b>

(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)

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

(a) Of the total price of items identified as FFP Mission and IDIQ Task Orders, the sum of **\$13,821,624** is presently available for payment and allotted to this contract.

	Value	Obligations	Balance
FFP Mission	\$13,499,760	\$13,208,985	\$290,775
FFP TO 1	(b)(4)		
FFP TO 2			
FFP TO 3			
OY4 Mission	\$3,590,841		
OY 4 IDIQ	\$869,419		
Unused IDIQ	\$5,947,699		
Max Potential Value	<b>\$24,590,601</b>	<b>\$13,821,624</b>	<b>\$361,018</b>
Current Mission	\$13,499,760		
Max IDIQ OY4	\$6,000,000		
Current Potential Value	<b>\$19,499,760</b>		

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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS FOR MISSION &amp; IDIQ</b>	
Date: <b>TBD</b>	Amount: <b>\$361,018</b>

(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 **September 30, 2012** (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-16-34

[END OF SECTION]

**4.1.13 Ergonomic Program**

- (a) The contractor shall manage and operate the MSFC ergonomics program, utilizing standard industrial hygiene practices.
- (b) The Contractor shall coordinate with MSFC Office of Center Operations, Logistics Office to resolve workstation and furniture issues.
- (c) The contractor shall provide expert ergonomic consultation and conduct musculoskeletal disorder (MSD) hazard assessments.
- (d) The contractor shall train and assist appropriate Center personnel with ergonomic evaluations and recommendations to improve workstations to facilitate the prevention and/or control of cumulative trauma disorders.

**4.1.14 Consultation Services**

- (a) The Contractor shall assist in the development of Center policies, documents, designs, and plans to determine the adequacy of preventive measure and controls, and ensure compliance with applicable Federal, State, local, and NASA regulations and requirements.
- (b) The Contractor shall review existing and proposed Federal, State, and local regulations and NASA policies to determine applicability and potential impact on Center operations.
- (c) The Contractor shall prepare or assist in the preparation of technical training materials and review technical training materials developed by other MSFC personnel.
- (d) The Contractor shall provide technical and administrative assistance to the Government in interfacing with regulatory agencies.
- (e) The Contractor shall participate in Agency and third party reviews and audits of the MSFC OH Program, and assist in development and implementation of appropriate corrective action plans.

**4.2 IDIQ Requirements**

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

**4.2.1 Task Order 2 – Occupational Health and Environmental Management Support Services**  
(See Attachment J-16, IDIQ Task Orders)**4.2.2 Task Order 3 – Environmental Operations Support Services** (See Attachment J-16, IDIQ Task Orders)

**4.3 Documentation and Reporting Requirements**

- (a) The contractor shall prepare and submit Industrial Hygiene Building Survey and Air Sampling Plan in accordance with DRD 1237MA-004.
- (b) The contractor shall prepare and submit Cafeteria Inspection Reports in accordance with DRD 1237MA-006.
- (c) The contractor shall prepare and submit an Industrial Hygiene Building Inspection Schedule in accordance with DRD 1237MA-008.
- (d) The contractor shall prepare and submit an Asbestos Quality Assurance Program Plan in accordance with DRD 1237MA-009.

**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**

**TASK ORDER 03 (WBS 3.2.3)**  
**ENVIRONMENTAL OPERATIONS SUPPORT SERVICES**

**ATTACHMENT J-16 – IDIQ TASK ORDERS****PERFORMANCE WORK STATEMENT – TASK ORDER 03****WBS 3.2.3 ENVIRONMENTAL OPERATIONS 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 03**

**ENVIRONMENTAL OPERATIONS 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 1, Page J-16-24, as an IDIQ Task Order 03 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 February 1, 2012 through October 31, 2013.

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	February 1, 2012 – 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 03 for Option Year 3.

**Task Order 03 Payment Schedule**

Monthly Invoice	Period End Date for Invoice(s)	Separate Invoice Amount
Feb	2/29/2012	(b)(4)
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	
<b>Total</b>		

**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 3 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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: <b>TBD</b>	Amount: <b>\$57,993</b>

- (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 **September 30, 2012.**
- (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 1****PERFORMANCE WORK STATEMENT****ENVIRONMENTAL OPERATIONS SUPPORT SERVICES**

Environmental Engineering &amp; Occupational Health Office

This Performance Work Statement (PWS) provides Environmental Operations Support Services to Marshall Space Flight Center consistent with the following PWS sections:

- a. Section 2.3(i) – *“The contractor shall ...implement an...environmental program that...(4) protects the environment through the ongoing planning, implementation, integration and management control...”*
- b. Section 4.1.8(a) – *“The contractor shall...support Center functions to maintain compliance.”*
- c. Section 4.2 – *“The contractor shall provide...special technical support as defined by MSFC, not covered in Lump Sum Effort.”*
- d. Section 5.1.3 – *“The contractor shall receive and ship all radioactive material at MSFC. The contractor shall ensure records and documentation are in compliance with all appropriate regulations.”*

**1.0 GENERAL REQUIREMENTS**

The Contractor shall provide Environmental Operations 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 MISSION FIRM-FIXED-PRICE (FFP) SUPPORT**

The Contractor shall provide the following FFP support and shall perform to meet the following requirements:

## 2.1 General Support

The Contractor shall:

- a. Respond to technical questions from the Government and its contractors within 4 hours.
- b. Attend onsite meetings when requested by the Government or as required to support user organizations.
- c. Attend pre-construction conferences and brief contractors of MSFC environmental issues (including, but not limited to, hazardous waste, controlled waste, solid waste, toxic substances, spill response, storm water management, 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 and Controlled Waste Management

The Contractor shall:

### 2.2.1 Hazardous Waste Storage Facility (HWSF) Operations

- a. Operate the HWSF and provide hazardous waste services throughout the Center. MSFC is a Large Quantity Generator with 90-day storage facility.
- b. Provide hazardous waste determination, sample collection, pick-up within 48 hours, hazardous waste storage, waste consolidation, manifesting (Contractor signature as generator) and cradle-to-grave tracking.
- c. Input and maintain hazardous and controlled waste data in the Government-provided software (HMMS) for tracking of all waste streams.
- d. Collect and deliver samples to the onsite Environmental Chemistry Lab. Lab services are no cost to Contractor. Contractor shall provide sample collection containers.
- e. Transport wastewater to the Industrial Wastewater Treatment Facility as required. Wastewater may come from the following onsite activities: CERCLA remediation, alkaline or acid drums that require neutralization, metal-bearing wastewater, etc.
- f. Provide Department of Transportation containers for waste collection and disposal within 48 hours of request.
- g. Maintain supplies for normal operations and accidental spills at the HWSF.

- h. Pick up empty containers within 48 hours of requests. Acutely toxic (“P-Listed”) containers shall be triple-rinsed.
- i. Collect excess chemicals, batteries, and used oil within 48 hours of requests.
- j. Provide containers to support draining of miscellaneous equipment and properly dispose of contents in support of NASA Property Disposal.

#### 2.2.2 *Waste Inspections*

- a. Inspect the HWSF every 7 calendar days.
- b. Inspect satellite accumulation points monthly.
- c. Inspect medical waste containers monthly.
- d. Inspect waste hauler upon each arrival to verify cleanliness prior to use.

#### 2.2.3 *Spill Response Support*

- a. RSA Fire Department is the first responder and the Center Operations Support Services (COSS) contractor is the primary responder for MSFC. Contractor shall provide spill response support within 15 minutes of notification.
- b. Spill response support shall include post-emergency cleanup, decontamination, neutralizations, provision of appropriate containers for spilled materials, technical consultation, and miscellaneous initial responder functions until primary organization arrives on the scene.

#### 2.2.4 *Miscellaneous*

- a. Provide three instructor-led training sessions per year to hazardous waste generators onsite regarding proper management of waste containers (as part of the SHE 317 Environmental Compliance Training). Each session is approximately 30-45 minutes.
- b. Manage the Excess Chemical Facility (currently in Building 4621) and the “Chemicals for Reuse” website. These are a means of utilizing excess chemicals and avoiding disposal. Chemicals that cannot be reused shall be disposed.
- c. Ensure that hazardous waste technicians (employed by this contract) receive annual hazardous waste training, in accordance with ADEM Administrative Code R.335-14-3-.03, referencing ADEM Administrative Code R.335-14-6-.02.

## **2.3 Hazardous and Controlled Waste Transportation and Disposal**

The Contractor shall:

### *2.3.1 Treatment, Storage, Disposal Facilities (TSDF)*

- a. Provide for disposal services for hazardous and controlled waste, which require off-site disposal by a certified TSDF.
- b. Utilize TSDFs in accordance with AS10-OI-002 "Offsite Compliance Audits."
- c. Accomplish disposal within the retention times established by federal, state and local environmental laws and regulations, but not exceeding 90 days for hazardous waste and one year for controlled waste.
- d. Obtain Government approval for all TSDFs utilized and for selected treatment methods.
- e. Verify that the regulatory compliance status of each TSDF utilized is acceptable prior to use. Certificates of disposal and treatment shall be available for each manifested shipment. The Contractor shall provide manifests of other documentation for Government review and acceptance prior to disposal of waste materials.
- f. Provide email notification to Government regarding any waste that exceeds the 45-day timeframe for exception reporting.
- g. Ensure the TSDF receipt copy of the hazardous waste manifest is available within 45 days of shipment. If not, notify Government and prepare an exception report.

### *2.3.2 Medical Waste*

- a. Dispose of medical waste on a weekly basis, or as required by user organizations.
- b. Provide medical waste disposal training in conjunction with hazardous waste generator training addressed above.

### *2.3.3 Transportation*

- a. Ensure that all transporters are able to provide transportation and roll-off container support within 24 hours of Government request.
- b. Ensure that, prior to use, waste haulers, trucks, and containers are clean and empty.
- c. Ensure that wastes are not mixed with wastes from other generators.

## 2.4 Toxic Substances

The Contractor shall:

- a. Provide waste management services for lead and PCBs (as with hazardous waste streams) as required by federal, state, local and MSFC regulations/requirements.
- b. Compile information required for Annual PCB Log (waste manifests, certificates of disposal, etc.) as required by federal, state, local and MSFC regulations/requirements.
- c. Maintain asbestos notification, abatement, shipping/disposal and training records/forms as required by federal, state, local and MSFC regulations/requirements.
- d. Annually submit PCB Log to Government.
- e. Annually submit asbestos notification, abatement, shipping/disposal and training records/forms.

## 2.5 Spill Response Training

The Contractor shall:

- a. Provide three 8-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) refresher training courses annually for all on-site personnel involved in spill response (approximately 60 personnel).
- b. Provide two 8-hour HAZWOPER Incident Command refresher training courses annually for all on-site personnel that require Incident Command (approximately 30 personnel).
- c. Ensure that HAZWOPER courses comply with all Federal, state and local environmental laws and regulations.
- d. Schedule and coordinate training sessions with Government.

## 2.6 Storm Water Management

The Contractor shall inspect and document inspections in accordance with frequencies specified in AS10-OI-001 "Consolidated Environmental Response Plan" for all areas identified in the plan (currently 246 locations). The Contractor shall provide the following:

- a. Daily inspections of painting/de-painting during those operations;
- b. Weekly inspections of hazardous material/waste;
- c. Monthly inspection of various vehicle operations, sandblast areas, fueling/material transfer areas;
- d. Monthly inspections of aboveground and underground storage tank, and emergency generators stored outside in containment areas; also inspect these after significant rainfall;
- e. Monthly inspections of storage yards;
- f. Release storm water from containment and document in accordance with ASI0-OI-001 "Consolidated Environmental Response Plan;"
- g. Maintain storm water containments free of debris and ensure containments drain properly.
- h. Provide inspection activities (satellite areas and storm water).

### **3.0 EMERGENCY AND NON-ROUTINE/AFTER HOURS SUPPORT**

The emergency support shall be approved by the COTR, the work shall be performed and the CO will negotiate a separately priced action based upon the labor rates established in this contract as well as the rates established for removal.

The non-routine/after hours support shall be approved by the COTR and the CO will negotiate a separately priced action prior to the performance of the work. This action shall be based upon the labor category rate for Environmental Technician.

#### **3.1 Hazardous and Controlled Waste Transportation and Disposal**

Waste generation non-routine/after hours shall be performed upon approval by the COTR. The COTR will notify the CO as quickly as practical. Typical items for consideration under this element are non-routine (i.e., CERCLA remediation wastes, chemical spill disposal, etc.). For subcontracted services above \$5,000 the Contractor shall provide subcontractor quotes to support the proposed price.

#### **3.2 Spill Response Support**

Included are spill response and cleanup actions that exceed mission services per spill event. Non-routine spill response support shall include, but is not limited to, providing durable goods such as tanker trucks, roll-off boxes, large portable tanks to assist with spill response cleanup.

#### **4.0 DOCUMENTATION AND REPORTING REQUIREMENTS**

##### **4.1 Environmental Operations Plan**

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

##### **4.2 Environmental Monthly Report**

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

##### **4.3 Treatment, Storage, Disposal Facility Audit Report**

The Contractor shall provide audit reports of each TSDF utilized to ensure the facilities are acceptable for use.

##### **4.4 Biennial Hazardous Waste Report**

The Contractor shall provide Biennial Hazardous Waste Reports to report the disposal of hazardous waste activity to ADEM.

##### **4.5 Polychlorinated Biphenyl (PCB) Annual Report**

The Contractor shall provide PCB Annual Reports to provide details of PCB disposal activities.

##### **4.6 Special Waste Permits**

The Contractor shall annually prepare solid/hazardous waste determinations for three special waste streams: Spray-on Foam Insulation (SOFI) Foam, Abrasives, Petroleum-contaminated Soil.

##### **4.7 ADEM Form 8700-12**

The Contractor shall annually complete an updated ADEM Form 8700-12 (Notification of Regulated Waste Activity).

##### **4.8 Hazardous and Solid Waste Management Plan**

The Contractor shall annually prepare a Hazardous and Solid Waste Management Plan to describe MSFC procedures for handling hazardous and solid waste.

#### **4.9 Storm Water Inspection Log**

The Contractor shall annually prepare and maintain the Storm Water Inspection Log to document storm water inspections and releases.

#### **5.0 VEHICLE REQUIREMENTS**

The Contractor shall maintain all vehicles and shall provide fuel.

The Contractor shall provide one 1-ton flatbed truck with liftgate for hazardous waste operations.

The Contractor shall provide transportation vehicle(s), type to be proposed, for inspection activities (satellite areas and storm water).

#### **6.0 GOVERNMENT FURNISHED EQUIPMENT**

- a. 1 forklift, 3000 lb
- b. 1 forklift, 6000 lb
- c. 5 computers (includes computer support)
- d. 2 barcode scanners
- e. 1 label printer
- f. 6 receiver/transmitter radios
- g. 2 drum dolly (for 55 gallon drums)
- h. 2 hand trucks (2 wheel)
- i. 2 double diaphragm air driven pumps
- j. 4 pallet jack
- k. 1 drum handler (tilter)
- l. 1 each 25-cubic-yard roll off box
- m. 3 each 20-cubic-yard roll off box
- n. 2 breathing apparatus, self contained
- o. 1 compressor, reciprocating
- p. 1 aerosol can depressurizing unit
- q. 1 drum crusher for 55 gallon drums
- r. 1 oil filter crusher

**7.0 ACRONYMS**

ADEM	Alabama Department of Environmental Management
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CO	Contracting Officer
COSS	Center Operations Support Services
COTR	Contracting Officer Technical Representative
DRD	Data Requirements Document
EEOH	Environmental Engineering & Occupational Health Office
FFP	Firm Fixed Price
HAZWOPER	Hazardous Waste Operations and Emergency Response
HMMS	Hazardous Material Management System
HWSF	Hazardous Waste Storage Facility
IDIQ	Indefinite Deliverable, Indefinite Quantity
MSFC	Marshall Space Flight Center
NASA	National Aeronautics and Space Administration
NETS	NASA Environmental Tracking System
PCB	Polychlorinated Biphenyl
RSA	Redstone Arsenal
TSDF	Treatment, Storage, Disposal Facility

<b>8.0 PERFORMANCE REQUIREMENTS SUMMARY</b>				
<b>ENVIRONMENTAL OPERATIONS SUPPORT SERVICES</b>				
<b>REQUIRED SERVICE</b>	<b>PERFORMANCE STANDARD</b>	<b>AQL</b>	<b>METHOD OF SURVEILLANCE</b>	<b>DEDUCTION</b>
2.2.1 Hazardous Waste Storage Facility (HWSF) Operations	Provide container pickup/issue within 48 hrs of request	1 incident per reporting period	Monthly reports and spot checks	\$500 per incident over AQL
2.2.2 Waste Inspections	Inspect HWSF every 7 calendar days	0 incidents per reporting period	Monthly reports and spot checks	\$250 per incident over AQL
	Inspect satellite accumulation points every 30 days	2 incidents per reporting period	Monthly reports and spot checks	\$250 per incident over AQL
	Inspect medical waste containers every 30 days	0 incidents per reporting period	Monthly reports and spot checks	\$250 per incident over AQL
	Inspect waste haulers upon each arrival	0 incidents per reporting period	Monthly reports and spot checks	\$250 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	\$500 per incident over AQL
2.2.3 Spill Response	Respond to spills within 15 minutes of notification	1 incident per reporting period	Monitor	\$250 per incident over AQL

2.2.4 Miscellaneous	Provide 3 classroom sessions of hazardous waste generator training per calendar year	0 incidents per reporting period	Monitor	\$500 per incident over AQL
	Provide 1 training for hazardous waste personnel per 365 calendar days	0 incidents per reporting period	Monitor	\$1,000 per incident over AQL
2.3.1 Treatment, Storage, Disposal Facility (TSDF)	Audit each TSDF utilized and provide report	0 incidents per reporting period	Report submission	\$500 per incident over AQL
	Complete hazardous waste disposal actions within 90 calendar days	0 incidents per reporting period	Monitor manifests and spot checks	\$1,000 per incident over AQL
	Complete controlled waste disposal actions within 365 calendar days	0 incidents per reporting period	Monitor manifests and spot checks	\$1,000 per incident over AQL
<b>REQUIRED SERVICE</b>	<b>PERFORMANCE STANDARD</b>	<b>AQL</b>	<b>METHOD OF SURVEILLANCE</b>	<b>DEDUCTION</b>
2.3.2 Medical Waste	Complete medical waste disposal actions every 7 days	1 incident per reporting period	Monitor and spot checks	\$250 per incident over AQL
2.4 Toxic Substances	No notices of violation or other deficiencies with PCB Log	0 incidents per reporting period	Regulatory or other inspections	\$500 per incident over AQL
2.5 Spill Response Training	Provide spill response training at agreed-upon dates; training meets OSHA 29 CFR 1910.120 requirements	0 incidents per reporting period	Monitor and spot checks	\$1,000 per incident over AQL
2.6 Storm Water Management	Provide inspections in accordance with frequencies specified in AS10-OI-001 "Consolidated Environmental Response Plan"	3 incidents per reporting period	Monitor and spot checks	\$250 per incident over AQL