

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 4200438118  
 2. AMENDMENT/MODIFICATION NO: 000043  
 3. EFFECTIVE DATE: See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.: 4200438118  
 5. PROJECT NO. (if applicable):  
 6. ISSUED BY: NASA/Marshall Space Flight Center Procurement Office, Marshall Space Flight Center AL 35812  
 7. ADMINISTERED BY: NASA/Marshall Space Flight Center, Attn: Teresa Mueller, ARCS (256) 544-5165, teresa.a.mueller@nasa.gov, Marshall Space Flight Center AL 35812  
 8. 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  
 CODE: 1WHJ8 FACILITY CODE:  
 9. AMENDMENT OF SOLICITATION NO.:  
 9B. DATED (SEE ITEM 11):  
 10. MODIFICATION OF CONTRACT ORDER NO.: ANMO3AA03C  
 10B. DATED (SEE ITEM 11): 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):  
 62AS10/6100.2560/FC000000/736466.01.09.08.02.0/1/000/2560/62/CASX12012D/30.LN Net Increase: (b)(4)  
 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. THE 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):  
 1. The purposes of this modification are to:  
 (a) Definitize the contractor's proposal with a NTE value of (b)(4) and FFP per test price of (b)(4) for Task Order 01, Bioassay Testing for Depleted Uranium Exposures, for OY3 & OY4. The period of performance for this effort shall be June 1, 2012 through October 31, 2013.  
 (b) Provide incremental funding for Task Order 01 pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of (b)(4)

2. The following paragraph(s) have been modified/incorporated. Slip-sheets to the contract Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A 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  
 15B. DATE SIGNED: 6/6/12  
 15C. CONTRACT/ORDER NO.:  
 15D. SIGNATURE OF PERSON AUTHORIZED TO SIGN: [Signature]  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Sherry K Fenn  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED: 6/6/2012  
 16D. SIGNATURE OF CONTRACTING OFFICER: [Signature]

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000043

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<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>Task Order 01 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 Reason for Modification: Supplemental Agreement for work within scope New Total Value for IDIQ/Task Order 01: (b)(4) Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for IDIQ/Task Order 01: (b)(4) New Total Obligated Amount for this Award: \$13,856,482 Current Contract Value Remains: \$19,499,760 Total Amount for this Award Remains: (b)(4)</p> <p>Payment Terms: Net 30 days Cost Center: 62AS10 GI Account: 6100.2560 Order: FC000000 WBS Element1: 736466.01.09.08.02.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2560 Funds Center: 62 Fund: CASX12012D Functional Area: 361N FOB: Destination</p>				
017	<p>IDIQ Task Order 01, Bioassay Testing OY 3 Incrementally Funded Amount: (b)(4)</p>				(b)(4)
018	<p>IDIQ Task Order 01, Bioassay Testing OY 4 Amount: (b)(4) (Option Line Item)</p>				

**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 NTE		
Task Order 02		
Task Order 03		
Task Order 04		
<b>Contract Year 5- Option 4</b>		
* Task Order 01 NTE		
Task Order 02		
Task Order 03		
Task Order 04		
<b>TOTALS</b>		

\* FFP per test \$162, as testing is required.

(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 **\$13,856,482** 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	(b)(4)		
FFP TO 3	(b)(4)		
FFP TO 4	(b)(4)		
OY4 Mission	\$3,590,841		
OY 4 IDIQ	\$869,419		
Unused IDIQ	\$5,910,745		
Max Potential Value	<b>\$24,590,601</b>	<b>\$13,856,482</b>	<b>\$363,114</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>\$363,114</b>

**TASK ORDER 01**

**BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES**

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

**1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

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

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

**2.0 TYPE OF ORDER**

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

**3.0 PERIOD OF PERFORMANCE**

The base period of performance of this task order shall be June 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	June 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:** (as stated in Attachment J-7, Page J-7-7, PWS 3.0)

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
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 each test performed per month 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 total number of tests required each month of (b)(4) per test (FFP).
- (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. Payment schedule not applicable for this NTE portion of Task Order 01.

**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 July 31, 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.

**PERFORMANCE WORK STATEMENT  
BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES**

**IDIQ SUPPORT**

**1.0 SCOPE**

MSFC has a new 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 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. Applicable employees will initially receive this quarterly screening. Retests such as follow-up and confirmation may be required.

The contractor shall price (firm-fixed) and invoice per screening test.

**2.0 DELIVERABLES**

The contractor will submit a quarterly status report including but not limited to the quantity of testing and evaluations provided through the performance period.

**3.0 PERIOD OF PERFORMANCE**

Award through October 31, 2013.

**4.0 Performance Measure: per contract Attachment J-7-7 PWS 3.0**

<b>Required Service</b>	<b>Performance Standard</b>	<b>AQL</b>	<b>Method of Surveillance</b>	<b>Deduction</b>
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