AMENDMENT OF SOLICITATION/MODIFIC	AT' OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078	county, State and ZIP Code)	98. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NNM0 9AA03C	NO.
		10B. DATED (SEE ITEM 13)	
CODE 1WHJ8	FACILITY CODE	10/09/2008	
	11. THIS ITEM ONLY APPLIES TO A	MENDMENTS OF SOLICITATIONS	
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF C virtue of this amendment you desire to change an offer reference to the solicitation and this amendment, and it is ACCOUNTING AND APPROPRIATION DATA (If register Schedule)	to the solicitation and amendment numb PFERS PRIOR TO THE HOUR AND DA already submitted, such change may be s received prior to the opening hour and uired) Net	ATE SPECIFIED MAY RESULT IN REJECTION OF made by telegram or letter, provided each telegram date specified.	O BE RECEIVED AT YOUR OFFER. If by or letter makes
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	T/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AUTI	CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE ADMINISTRATIVE CHANGES (such as change HORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT X FAR 43.103(b) & the D. OTHER (Specify type of modification)	Limitation of Funds		
E. IMPORTANT: Contractor 🗵 is not.	[] is required to sign this document and	I return copies to the issue	ing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (The purpose of this modificat \$900,000 pursuant to the "Lir are made:	tion is to provide in	ncremental funding in the	amount of
Total NTE Lump Su Contract Value	ım Total Funds Obligated		
Previous Amt. \$3,277,672 This Mod -0- Revised Amt. \$3,277,672 Continued	\$ 264,880 900,000 \$1,164,880		
Except as provided herein, all terms and conditions of the	e document referenced in Item 9A or 104	A. as heretofore changed, remains unchanged and in	full force and effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OF	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	18C. DATE SIGNED
(Signature of person authorized to sign)	50000 50000 50000 50000 50000 50000 50000 50000 50000 50000 50000 50000 50000 500	(Signature of Contracting Officer)	12/01/2008
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CONTINUATION SHEET REFERENCE NO. OF UMENT BEING CONTINUED NNM09AA03C/ J001 PAGE OF 2 4

NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	A. Paragraph H.6, 1852.232-77 "Limitation of		\vdash		
	Funds"		1		
			11		
	(a) Increase the total sum allotted by \$900,000	1			
	from \$264,880 to \$1,164,880.		1 1		
	(a) Revise the scheduled allotment date from		1 1		
	December 1, 2008 to March 10, 2009.		1 1		
	(c)(1) Change the funded through date from		1 1		
	December 1, 2008 to March 10, 2009.				
	B. The modification made in A above is reflected		Ш		
	in total on the changes pages enclosed herein.		Ιİ		
	In order to reflect these changes made, the pages		1 1		
	listed below are hereby deleted from, or added		1 1		
	to, Contract NNM09AA03C. A vertical change bar		11		
	is included in the right margin in the specific		1 1		
	area of change.		11	ł	
	Page(s) Deleted Page(s) Added				
	н-6, н-7 н-6, н-7				
	C. Contractor's Statement of Release:				
	In consideration of the modification(s) agreed to		11		
	herein as complete equitable adjustment for all		1 1		
	claims arising out of or attributable to the				
	issuance of the contract change(s) and/or		1 1		
	contractor proposal(s) listed below, the				
	contractor hereby releases the Government from		1		
	any and all liability under this contract for	1	1 1		
	further equitable adjustments attributable to		1 1		
	such facts or circumstances giving rise to said		11		
	contract change(s) and/or contractor proposal(s),				
	and for such additional obligations as may be	1			
	required by this modification.		1 1		
	D. Except as provided for herein, there are no				
	other changes to NNM09AA03C.				
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	Delivery Location Code: MSFC				
	NASA/Marshall Space Flight Center				
	Marshall Space Flight Center AL 35812				
		II.	1 1		

H.5 <u>1852,225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$1,164,880 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: March 10, 2009 Amounts: \$1,164,880

(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 <u>March 10, 2009</u>.
- (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

AMENDME	NT OF SOLICITATION/MODIFIC	ATIC" OF CONTRAC	т	1. CONTRACT !D CODE	PAGI	PAGE OF PAGES		
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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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NAME OF OFFEROR OR CONTRACTOR HPM CORP

A NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	A. Paragraph H.6, 1852.232-77 "Limitation of				
	Funds"				
	(a) Increase the total sum allotted by \$313,000	1			
	from \$ 1,477,800 to \$1,164,880.				
	(a) Revise the scheduled allotment date from	Į.	11		
	December 1, 2008 to March 31, 2008.				
	(c)(1) Change the funded through date from				
	December 1, 2008 to April 14, 2008.				
	B. The modification made in A above is reflected				
	in total on the changes pages enclosed herein.		1 1		
	In order to reflect these changes made, the pages		1 1		
	listed below are hereby deleted from, or added		11		
	to, Contract NNM09AA03C. A vertical change bar		1		
	is included in the right margin in the specific		11		
	area of change.		1 1		
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	LIST OF CHANGES:				
	Total Amount for this Modification: \$0.00				
	New Total Amount for this Version: \$3,277,672.00				
	New Total Amount for this Award: \$17,355,193.00		H		2
	Obligated Amount for this Modification:				
	\$313,000.00				
	New Total Obligated Amount for this Award:				
	\$1,477,880.00				
	Incremental Funded Amount changed: from			ĺ	
	\$1,164,880.00 to \$1,477,880.00		i I		
	CHANGES FOR LINE ITEM NUMBER: 2				
	Obligated Amount for this modification:				
- 1	\$313,000.00		1 1		
	Incremental Funded Amount changed from		1 1		
	\$1,164,880.00 to \$1,477,880.00		1 1		
ı	Incrementally Funded through date changed from		1	1	
	03/10/2009 to 04/14/2009		-		
i	NEW ACCOUNTING CODE ADDED:			1	
	Account code:				
ı	62AS10/6100.2560/62/FC000000/736466.01.09.08.02/00				
	0/2560/62/CASX22009D/361N/1/2				
- 1	Cost Center 62AS10				
	GI Account 6100.2560				
	Order FC000000				
	Quantity: 0				
- 1	Amount: \$172,000.00				
- 1	Percent: 5.24763			1	
	Subject To Funding:				
	Payment Address:				
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CONTINUATION SHEET	NNM09AA03C/000003	3	3

NAME OF OFFEROR OR CONTRACTOR HPM CORP

TEM NO.	SUPPLIES/SERVICES	QUANTITY	I I	UNIT PRICE	AMOUNT
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	Account code:				
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	0/2560/62/CASX22009D/361N/1/2				
	Cost Center 62AS10		1 1		
	GI Account 6100.2560				
	Order FC000000	100			
	Quantity: 0				
	Amount: \$141,000.00				
	Percent: 4.30183	74			
	Subject To Funding:			The state of the s	
	Payment Address:				
	Delivery Location Code: MSFC				
	NASA/Marshall Space Flight Center				
	Marshall Space Flight Center AL 35812	19			
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~~~	ENT/MODIFICATION NO.	3. EFFECTIVE DATE	4.	REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
		04/15/2009	43	200289009	
6. ISSUED B	CODE CODE	MSFC	7	ADMINISTERED BY (If other than Item 6)	CODE MSFC
Procure	arshall Space Flight C ement Office ll Space Flight Center		ł	ASA/Marshall Space Flight arshall Space Flight Cente	
8. NAME AN	D ADDRESS OF CONTRACTOR (No., street	. county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.	
	.n		12		
HPM COR 2625 W	ENTIAT AVE			9B. DATED (SEE ITEM 11)	
	CK WA 99336-3078			Try	
			Х	10A. MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C	<u> </u>
				10B. DATED (SEE ITEM 13)	
CODE 15	WHJ8	FACILITY CODE		10/09/2008	•
7.4	****	11. THIS ITEM ONLY APPLIES TO	AME		
reference to	o the solicitation and this amendment, and is TING AND APPROPRIATION DATA (If requ	received prior to the opening hour an	d date		0,000.00
	13. THIS ITEM ONLY APPLIES TO MO	DIFICATION OF CONTRACTS/ORDE	RS. IT	MODIFIES THE CONTRACT/ORDER NO. AS DESC	RIBED IN ITEM 14.
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PU ORDER NO. IN ITEM 10A.	URSUANT TO: (Specify authority) TH	E CHA	NGES SET FORTH IN ITEM 14 ARE MADE IN THE	CONTRACT
	B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH I	ORDER IS MODIFIED TO REFLECT NITEM 14, PURSUANT TO THE AU	THE I	ADMINISTRATIVE CHANGES (such as changes in TY OF FAR 43.103(b).	paying office,
	C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO	AUTHO	RITY OF:	
	D. OTHER (Specify type of modification ar	nd authority)			
Х	NFS Clause 1852.232-7	7, Limitation of Fu	ınds	Clause	
IMPORTANT	T: Contractor 🗵 is not,	is required to sign this document an	d retur	n 0 copies to the issuing of	īce,
4. DESCRIPT	TION OF AMENDMENT/MODIFICATION (O	rganized by UCF section headings, in	cluding	solicitation/contract subject matter where feasible.)	
ne purp	ose of this modificat:	ion is to provide i	ncr	emental funding in the amo	unt of
		itation of Funds" c	lau:	se. Accordingly, the foll	owing changes
re made	:				
	Matal NME I G. a	M - 4 - 1 PT - 1			
	Total NTE Lump Sum Contract Value				
	contract value	Obligated			
evious	Amt, \$3,277,672	\$1.477.880			
revious nis Mod	Amt. \$3,277,672	\$1,477,880 500,000			
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nis Mod evised <i>I</i> entinued ceptas provid	-0- Amt. \$3,277,672 d ded herein, all terms and conditions of the de	500,000 \$1,977,880	. as he	retofore changed, remains unchanged and in full for	ce and effect.
nis Mod evised <i>I</i> entinued ceptas provid	-0- Amt. \$3,277,672 d	500,000 \$1,977,880		retofore changed, remains unchanged and in full for NAME AND TITLE OF CONTRACTING OFFICER	
nis Mod evised <i>I</i> entinued ceptas provid	-0- Amt. \$3,277,672 d ded herein, all terms and conditions of the de	500,000 \$1,977,880	16A.		
nis Mod evised <i>i</i> entinued cept as provid A NAME AND	-0- Amt. \$3,277,672 d ded herein, all terms and conditions of the de	500,000 \$1,977,880	16A.	NAME AND TITLE OF CONTRACTING OFFICER	
nis Mod evised i entinued ceptas provid A NAME AND	— 0 — Amt. \$3,277,672  d  ded herein, all terms and conditions of the de	500,000 \$1,977,880 ocument referenced in item 9A or 10A	16A.	NAME AND TITLE OF CONTRACTING OFFICER,	Type or print)

FAR (48 CFR) 53.243

PAGE REFERENCE NO. OF DOCUMENT BEING CONTINUED 2 4 **CONTINUATION SHEET** NNM09AA03C/000004

NAME OF OFFEROR OR CONTRACTOR

IPM CORP	
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NO.	SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMOUNT (F)
NO.	(B)	(C)	(D)	(E)	( f )
	A. Paragraph H.6, 1852.232-77 "Limitation of				
	Funds"		] ]		
	(a) Increase the total sum allotted by \$500,000		1		
	from \$ 1,477,800 to \$1,977,880.		1 1	]	
	(a) Revise the scheduled allotment date from	}	1 1		
	December 1, 2008 to June 9, 2009.	[		1	
	(c)(1) Change the funded through date from				
	December 1, 2008 to June 9, 2009.	ĺ		-	
	December 1, 2000 to built 3, 2003		ll		
	B. The modification made in A above is reflected				
	in total on the changes pages enclosed herein.	]		į	
	In order to reflect these changes made, the pages		1	-	
	listed below are hereby deleted from, or added		1		
	to, Contract NNM09AA03C. A vertical change bar		1	ļ	
	is included in the right margin in the specific			1	
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	area of change. Page(s) Deleted Page(s) Added	l		<b>,</b>	
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	LIST OF CHANGES:	]		- (	
	Obligated Amount for this Modification:	]	1		
	\$500,000.00	1	1	]	
	New Total Obligated Amount for this Award:	ĺ			
	\$1,977,880.00	1		}	
	Incremental Funded Amount changed: from			ļ	
	\$1,477,880.00 to \$1,977,880.00			ļ	
	CHANGES FOR LINE ITEM NUMBER: 2		1 (	ļ	
	Obligated Amount for this modification:	]		Į	
	\$500,000.00				
	Incremental Funded Amount changed from	1	1 1	ĺ	
	\$1,477,880.00 to \$1,977,880.00	Í	1 1	Ì	
	Incrementally Funded through date changed from	1	1 1	1	
	04/14/2009 to 06/09/2009				
	NEW ACCOUNTING CODE ADDED:				
	Account code:			<b>*</b>	
	62AS10/6100.2560/62/FC000000/736466.01.09.08.02/00			ļ	
	0/2560/62/CASX22009D/361N/1/2				
	Cost Center 62AS10	1		-	
	GI Account 6100.2560	)		l	
	Order FC000000				
	Quantity: 0	}			
	Amount: \$500,000.00	}		}	
	Percent: 15.25473	<u> </u>			
	Subject To Funding:				
	Payment Address:		] [		
	NOTE:			-	
	Delivery Location Code: MSFC			Į	
	NASA/Marshall Space Flight Center				
	Continued	1			
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	<u> </u>	1	1	<u> </u>	

#### 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$1,977,880 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: June 2009 Amounts: TBD

(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 **June 9**, **2009**.
- (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

AMENDMENT OF SOLICITATION/M	ODIFICATION C	F CONTRACT		1. CONTRACT ID CODE		PAGE OI	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFEC	TIVE DATE	4. R	EQUISITION/PURCHASE REQ. NO.	5. PR	OJEÇT NO	. (if applicable)
000005	06/11	/2009	42	00292837			
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			х	10A. MODIFICATION OF CONTRACT/ORDER NNM09AA03C	10.		
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93 93	11. TH	S ITEM ONLY APPLIES TO	AMEN	DMENTS OF SOLICITATIONS			
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<ol> <li>ACCOUNTING AND APPROPRIATION DATE</li> <li>ECCEPTION DATE</li> </ol>	TA (If required)	Net	t Ir	crease: \$	1,29	9,792.	00
	ES TO MODIFICATION	N OF CONTRACTS/ORDE	RS. IT	MODIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBI	ED IN ITEM	14.
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C. THIS SUPPLEMENTAL ÄĞR	REEMENT IS ENTER	ED INTO PURSUANT TO A	AUTHO	ORITY OF:			
D. OTHER (Specify type of mod	dification and authori	y)	222		2 185	169	28
X NFS Clause 1852.	.232 <b>-</b> 77, Li	mitation of Fu	unds	Clause			
	- AT	red to sign this document ar			60		
he purpose of this modi	fication i	s to provide i	ncr	g solicitation/contract subject matter where feasi emental funding in the a se. Accordingly, the fo	moun		nanges
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		V 9	A, as h	eretofore changed, remains unchanged and in fu	ill force	and effect.	
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xcept as provided herein, all terms and condition	ons of the document	V 3	16A Bo			pe or print)	. DATE SIGNED
xcept as provided herein, all terms and conditions.  SA. NAME AND TITLE OF SIGNER (Type or place).	ons of the document	referenced in Item 9A or 10,	16A Bo	NAME AND TITLE OF CONTRACTING OFFICE		pe or print)	. DATE SIGNED 5/11/2009

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	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTIT	YUNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	A. Paragraph H.6, 1852.232-77 "Limitation of		+	-	
	Funds"				
	T MINERAL TO			1	
	(a) Increase the total sum allotted by \$1,299,972			-	
	from \$1,977,880 to \$3,277,672.				
	(a) Revise the scheduled allotment date from June				
	9, 2009 to October 31, 2009.				
	(c)(1) Change the funded through date from June				
	9, 2009 to October 31, 2009.				
	7, 2003 00 0000001 51, 2003.				
	B. The modification made in A above is reflected	ļ			
	in total on the changes pages enclosed herein.	1	1		
	In order to reflect these changes made, the pages				
	listed below are hereby deleted from, or added	l			
	to, Contract NNM09AA03C. A vertical change bar				
	is included in the right margin in the specific				
	area of change.				
	Page(s) Deleted Page(s) Added				
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	LIST OF CHANGES:				
	Obligated Amount for this Modification:				
	\$1,299,792.00				
	New Total Obligated Amount for this Award:	1			
	\$3,277,672.00				
	Incremental Funded Amount changed: from	l		*	
	\$1,977,880.00 to \$3,277,672.00				
	CHANGES FOR LINE ITEM NUMBER: 2				
	Obligated Amount for this modification:				
	\$1,299,792.00				
	Incremental Funded Amount changed from				
	\$1,977,880.00 to \$3,277,672.00				
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## CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM0 9AA03C/000005 PAGE NNM0 9AA03C/000005 OF NNM0 9AA03C/000005

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	\$UPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
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	Marshall Space Flight Center AL 35812		П		
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#### 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$1,977,880 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: June 2009 Amounts: TBD

(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 **June 9**, **2009**.
- (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

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2. AMENDMENT/MODIFICATION NO.	3,	JUN 2 3 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY	CODE M	SFC	7. ADMINISTERED BY (if other than Item 6)	CODE MSFC
NASA/Marshall Space F.	light Cer	nter	NASA/Marshall Space Fl	ight Center
Procurement Office			Marshall Space Flight	Center AL 35812
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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 Prescribed by GSA FAR (48 CFR) 53.243

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NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT (F)
L)	(B)	(C)	(D)	(E)	(1)
	A. Paragraph F.5 , Variation In Quantity (Lump				
	Sum) is hereby deleted in it's entirety and				
	replaced with the updated Paragraph F.5.				
	Wark Statement				
	B. Attachment J-1, Performance Work Statement		1 1		
	for Occupations Health Services is hereby deleted		1 1		
	in't entirety and replaced with the updated Attachment J-1.				
	Attachment U-1.		1 1		
	C. Attachment J-2, Data Procurement Document is		1		
	hereby deleted in it's entirety and replaced with				
	the updated Attachment J-2.				
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	D. Attachment J-13, Occupational Health Services		1 1		
	Staff Education Certification and Licensing is		11		
	hereby deleted in it's entirety and replaced with				
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	E. The modifications made above are reflected in		1 1		
	total on the changes pages enclosed herein. In	1	1 1		
	order to reflect these changes made, the pages				
	listed below are hereby deleted from, or added				
	to, Contract NNM09AA03C. A vertical change bar				
	is included in the right margin in the specific		1 1		
	area of change.		11		
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	J-2-1 thru J-2-38				
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(f) Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. Prior to contract completion, a successor contractor(s) may be selected to perform the work IDIQ covered by the PWS. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities. Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 21 calendar days in accordance with FAR 52.237-3, Continuity of Services. Upon Completion of Phase-Out, at the government's option, the Contractor will be required to furnish to the Government, at no higher than vendors invoice price, all remaining medical and office supplies that were Contractor procured.

(End of clause)

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

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

Service Provided	PWS Reference	Number Provided Annually
Patient Exams (e.g. Part I and Part II, treadmill, mammogram)	3.1	8150
Injections: Flu	3.1.9	2500
Injections: Others	3.1.4	1400
Industrial Hygiene: Inspection\Surveys	4.1	640
Industrial Hygiene: Asbestos Activities	4.1.7	760
Industrial Hygiene: Monitoring and Analysis	4.1	840
Health Physics Activities	5.1	1600
Respiratory Protection Program Activities	6.1	8700

- B. For purposes of determining the applicability of this clause, the following shall not be included in the count of services performed, or item delivered:
- (1) any services or items which the Contractor is required to provide to remedy the consequences of any act or omission on the part of the Contractor, or its agents, employees, or subcontractors, or
- (2) any items or services which the Contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this contract). Examples under category (1) include any repair or restorative work which might be required due to the negligence of Contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to

#### PERFORMANCE WORK STATEMENT FOR OCCUPATIONAL HEALTH SERVICES

#### 1.0 INTRODUCTION

The George C. Marshall Space Flight Center has a general requirement for the management of the Occupational Health Services which includes occupational medicine, industrial hygiene, respiratory protection and radiation safety services at the Marshall Space Flight Center (MSFC). This requirement includes providing the necessary management, resources, all supplies (e.g., office, clinical, medical, industrial hygiene, health physics, respiratory protection services), materials, office, analytical/laboratory support and personnel (not otherwise provided by the Government) to perform the total effort.

The performance of this PWS will require the following:

- (a) Contractor personnel to process, update, and maintain information on current employees,
- (b) Contractor personnel to utilize Government provided information systems,
- (c) Contractor personnel to plan, furnish, and manage the resources required to provide quality, timely, and cost effective occupational health services to MSFC, and
- (d) Contractor personnel to provide the necessary expertise and capabilities required to continuously maintain an occupational health operation which complies with all federal, state, local, and NASA regulatory standards and meets all necessary parameters to ensure that the MSFC is a healthy work environment for all of its personnel.

The Government will provide computers to appropriate contractor personnel supporting this contract. The Government will provide maintenance and support for all Government furnished software and hardware unless otherwise specified. The Government will provide all maintenance and administration of the onsite network infrastructure. The Government may at anytime access and review any information contained therein. The information, including changes made under this contract, is Government property, for the exclusive use of the Government, and may not be transferred to another location, in any form, or used by the Contractor for any purpose except for work performed under this contract.

#### 2.0 OCCUPATIONAL HEALTH SERVICES GENERAL REQUIREMENTS

#### 2.1 Lump Sum FFP Requirements

#### 2.1.1 General

- (a) The Contractor shall ensure personnel supporting this contract meet the education, certification, and licensing requirements as defined in attachment J-13.
- (b) The Contractor shall participate in, or lead, MSFC Safety, Health, and Environmental (SHE) committees and/or subcommittees as directed by the COTR. Participation shall include such activities as chairing, organizing, coordinating, or providing administrative support for action tracking and resolution.
- (c) The Contractor shall support the MSFC Marshall Team Meeting (Center Director's monthly SHE Staff Meeting) as directed by the COTR.
- (d) The Contractor shall provide administrative and technical support for periodic internal and external program audits including but not limited to those by NASA Headquarters (HQ) Office of the Chief Health and Medical Officer (OCHMO), NASA HQ Safety or Environmental Functional Reviews, and other outside agencies. The Contractor shall also prepare audit reports and follow up reports to respond to any audit findings.
- (f) The Contractor shall recommend improvements to enhance MSFC occupational and preventive health programs, and review Federal, State, and NASA documents, and trade publications to determine applicability and impact of any new or proposed regulations or best practices on operations, alert the COTR, in writing, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.
- (g) The Contractor shall develop and maintain procedures and records for P.W.S. elements 4 (Industrial Hygiene), 5 (Health Physics), and 6 (Respiratory Protection) in an ISO equivalent content and Quality Work Instruction format within eighteen months of the effective date of the contract or as approved by the COTR.

The Contractor shall obtain AAAHC accreditation for the MSFC OHS Clinic within thirty months of the effective date of the contract or as approved by the COTR contingent upon all necessary building modifications being performed by NASA.

- (g) The Contractor shall inform the COTR of any medical equipment deterioration and the need for replacement or repairs on Government Furnished Equipment.
- (h) The Contractor shall provide services during the following hours of operation:
  - 1) The regular hours of operation for Occupational Health Services, including Respiratory Protection Services will be conducted within normal duty hours Monday through Friday. Normal duty hours are defined as a 5-day week, Monday through Friday (excluding Federal holidays), 8 hours per day between 6 a.m. and 6 p.m.

- 2) The Medical Clinic will be open from 7 a.m. to 3:30 p.m. Monday through Friday (excluding Federal holidays).
- On an as-needed basis, Occupational Health personnel will be required to report to duty outside normal duty hours to perform inspections of areas containing hazardous materials such as asbestos or lead where prior or on-going activities may have disturbed the material. The exact time for reporting to work will be dependent on the extent of the inspection(s) required, on any given day, outside the normal duty hours. Further, in the event of a hazardous chemical spill or other environmental health related mishaps Occupational Health personnel may be required to participate as a member of the response team outside normal duty hours.
- 4) Ambulance services will be provided 7 days a week, 24 hours each day. Coverage for weekdays (excluding Federal holidays) 7 a.m. to 5 p.m. will be accomplished onsite to ensure a maximum response time of 4-minutes (from time of call received to time arrived at scene) exclusive of the 8000 area where the response time will not exceed 15 minutes. Coverage for weekdays 5 p.m. through 7 a.m., weekends, and holidays will be accomplished to ensure a maximum response time of 15 minutes. Onsite standby service will be provided during Center sponsored activities, such as test operations, and incidents such as chemical spills or fires. These may occur during normal or after hours. More than one vehicle may be required for this service.
- (a) The Contractor shall ensure applicable personnel attend appropriate continuing education courses, conferences, and/or seminars annually, or as required, to maintain competency, technical skill, and certification requirements.
- (b) The Contractor shall participate and support Center special activities such as Annual Safety Day and Health and Fitness Expo.
- (c) The Contractor shall maintain electronic document records of all written products, administrative, and operational procedures required for the implementation of their OH functions such as internal operating procedures, reports, records of employee certification and training, fieldwork records, and other auditable activities.
- (d) The Contractor shall participate in NASA Headquarters OCHMO sponsored Video Teleconference Seminars (VITS); training as appropriate on a variety of occupational health topics; support special Headquarters' requirements for data collection; and support/ participation in periodically targeted health topics, such as Solar Safe, Blood Pressure Month, Ergonomics.
- (e) The Contractor shall update and maintain the content for the Occupational Health Web site with information that includes, but is not limited to, current health topics, applicable links, and sampling data; provide required responses to MSFC question/answer forums such as "Dr. Know", "IDEAS", and the SCRS program; and maintain the occupational health library.

- (f) The Contractor shall update and maintain the content for the Occupational Health Web site to provide customer satisfaction feedback.
- (g) The Contractor shall attend the annual NASA OCHMO sponsored occupational health conference. As a minimum, attendees shall be a Nurse, Physician and an Industrial Hygienist. The conference is one week and takes place in the continental U.S., normally in the vicinity of a NASA Center.
- (h) The contractor shall ensure applicable employees maintain membership in appropriate professional organizations.
- (i) The Contractor shall fully cooperate with other contractors and Government employees and shall carefully adapt scheduling and performance of work under this contract to accommodate the work by others, heeding any direction that may be provided by the COTR.
- (j) The Contractor, prior to performing any work in a building, shall coordinate and schedule work with the customer(s) of the facility or area being affected.
- (k) The Contractor and their employees shall become acquainted with and comply with all applicable Government directives, instructions, policies, and regulations, or abide by requirements as directed by the COTR.
- (1) The Contractor shall ensure that their employees know how to report any accident, fire, toxic chemical, electrical, security, flooding, or police emergency.
- (m) The Contractor shall post emergency telephone numbers at the job site. Report all emergencies by dialing 911 for ambulance, fire, security, or environmental mishaps. The Protective Services Control Center (PSCC), also known as Security, operates 24 hours a day, 7 days a week and may also be reached for assistance at 544-4357, Option 1.
- (n) The Contractor shall provide all safety and personal protective equipment required to perform the work specified in this contract. All work shall be conducted in a safe manner and shall comply with all safety and health directives, instructions, policies, and regulations and any revisions, updates, or successor documents as listed in this contract.
- (o) The Contractor shall demonstrate proactive and innovative safety and health practices on a continual basis throughout the contract period.
- (p) The Contractor's workspace may be inspected periodically for OSHA and NASA violations. Abatement of violations will be the responsibility of the Contractor as determined by the Government. The Contractor shall provide assistance to applicable NASA/MSFC organizations, investigative organizations, and the OSHA inspector if a complaint is filed or an investigation or inquiry is initiated on a company employee.

- (q) The Contractor shall report to the COTR and the MSFC Industrial Safety Office, exposure from any substance, possible exposure from any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental damage.
- (r) The Contractor shall submit to the COTR, the appropriate Property Support Assistant, and the Protective Services Office a full report of all instances of loss, damage, destruction, and theft of Government property. All damage reports shall be submitted within 24 hours of the occurrence. Suspected incidents of vandalism or purposeful destruction of property shall be reported to the Protective Services Control Center for investigation.
- (s) The Contractor shall comply with all NASA and local security requirements. The Contractor shall submit the name and address of each employee hired for work on this contract upon request of the COTR. Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified, unclassified sensitive, or export controlled information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, shall be directed to the COTR if the resolution requires dissemination of official information.
- (t) The Contractor shall obtain authorized access to buildings and facilities, and arrange for them to be opened and closed to accomplish work under this contract. Note that a higher level of security and limited access to some buildings demands that scheduled work be well coordinated. Typically, access may be coordinated through the Building Manager and/or approved by an employee listed on the posted Label 24, Controlled Security Area. MPR 1600.1 provides guidance for entrance into secure areas or offices. Keys may be issued to the Contractor on a case-by-case basis when there is an established need approved by the Protective Services Office. MPR 1600.1 provides guidance for ensuring compliance with MSFC lock and key procedures. However, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by their employees. If the COTR decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the COTR has reasonable cause to believe that the combination has been compromised. The Contractor shall identify a single point key coordinator to interface with the Government for all issues related to key control. In addition to keys assigned to the Contractor, the Contractor may sign individual keys out from a general use key cabinet maintained in the Utility Control System (UCS) control room in Building 4250. These keys are intended for access to areas for shortterm work. The Contractor shall comply with key sign-out and sign-in controls established by the UCS Contractor.

- (u) The Contractor shall provide to the COTR the name or names of the responsible supervisory person or persons authorized to act for the Contractor. The list shall be updated whenever changes occur. The Contractor shall also provide names for points of contact to the COTR that the Utility Control System (UCS) Contractor will enter into UCS standard operating procedures associated with notification of abnormal work conditions.
- (v) The Contractor shall remove from the site any individual whose behavior is deemed by the Contracting Officer, COTR, or Protective Services Office to be contrary to the public interest or inconsistent with the best interests of Government security.
- (w) No employee or representative of the Contractor shall be admitted to the site of work unless they furnish satisfactory proof that they are a citizen of the United States, or, if an alien, their residence within the United States is legal.
- (x) The Contractor shall display the company name on each of the Contractor's vehicles in a manner and size that is clearly visible. All Contractor vehicles shall display a valid state license plate, shall be maintained in good repair, and adhere to all state and local codes. All drivers shall adhere to all State and Federal laws and Redstone Arsenal and NASA regulations.
- (y) The Contractor shall obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable Federal, State, and local laws. Evidence of such permits and licenses shall be provided to the COTR before work commences.
- (z) The Contractor shall ensure that reports to customers accurately describe the work performed, including observations, findings, and recommendations.

#### 2.1.2 Emergency Preparedness

- (a) The Contractor shall be responsible for all occupational health aspects of the MSFC Emergency Preparedness and Emergency Response Team in accordance with MPR 1040.3.
- (b) The Contractor shall participate in planning and response for chemical, biological, radiological, and other emergency activities and participate in exercises at MSFC and Redstone Arsenal.
- (c) The Contractor shall participate in local community response activities in accordance with mutual aid agreements as directed by the COTR.
- (d) The Contractor shall immediately inform the COTR or designated representative in cases of emergency involving exposures or hazards that appear to be dangerous to health or life and provide recommendations to alleviate the emergency conditions. The contractor shall serve as a member of appropriate emergency response teams.

#### 2.1.3 Occupational Health Training

- (a) The Contractor shall provide health training in all areas of Occupational Health and Medicine, including but not limited to: hearing conservation, respiratory protection, ergonomics, laboratory safety, asbestos awareness, chemical hygiene, radiation and laser safety, lead safety, AED, blood-borne pathogens, and confined space entry. Training shall be conducted by technically qualified personnel. All trainers shall have field expertise in the subject area in which they are conducting training.
- (b) The Contractor shall provide training that meets Federal, MSFC, or certifying organization's requirements.
- (c) The Contractor shall ensure health training class offerings are published on MSFC SHE Training homepage and SATERN to ensure employees have access for scheduling.
- (d) The Contractor shall provide certificates of completion to the trainees for training not covered via SATERN and/or send a list of personnel trained to the MSFC training office.

#### 2.2 IDIQ Requirements

- (a) The Contractor shall provide support in the event of natural disasters or catastrophic situations involving other NASA Centers as directed by the COTR.
- (b) The Contractor shall provide additional occupational health services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

#### 2.3 Documentation and Reporting Requirements

- (a) The Contractor shall report and document performance of this PWS and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1237 (Attachment J-2). The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.
- (b) The Contractor shall prepare and maintain a report identifying and listing all equipment and tools, including but not limited to the items in attachment J-5, provided by the Government for use by the contractor in the performance of contracted effort, and for which the contractor has been given physical custody. This plan shall be prepared and maintained in accordance with DRD 1237LS-001.
- (c) The Contractor shall prepare and submit Standard Operating Procedures consistent with NPR 1800.1 for clinic operations, industrial hygiene operations, radiation safety operations, and respiratory protection services in accordance with DRD 1237MA-001.
- (d) The Contractor shall provide a monthly Progress/Self-Monitoring Report in accordance with DRD 1237MA-003.

- (e) The Contractor shall prepare and submit a Contractor Employee Clearance Document to NASA with a list of all current onsite contractor employees working under this contract with their designated locations and Form 383-1 for terminated onsite employees in accordance with DRD 1237MA-012.
- (f) The Contractor shall prepare and submit an Industrial Hygiene Building Survey Report and Air Sampling Plan in accordance with DRD 1237MA-004.
- (g) The Contractor shall prepare and submit a Badged Employee and Remote IT User Listing in accordance with DRD 1237MA-011.
- (h) The Contractor shall prepare and submit a Position Risk Designation for Non-NASA Employee Form in accordance with DRD 1237MA-013.
- (i) The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevents employee fatalities, (2) reduces the number of SHE mishaps, (3) reduces the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation, integration and management control of these programs in accordance with DRD 1237SA-001. The SHE Plan shall address each of the following MSFC SHE core program requirements in detail that are applicable to the contracted effort:
  - a. Management leadership and employee involvement.
  - b. System and worksite analysis.
  - c. Hazard prevention and control.
  - d. Safety, health and environmental training.
  - e. Environmental compliance.
- (j) The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1237SA-003. The contractor shall submit direct to the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1237SA-003 or electronic equivalent to report mishaps and related information required to produce the safety metrics.
- (k) The Contractor shall prepare and submit a Professional Certifications/Licensures and Training Requirements Schedule in accordance with DRD 1237MA-002.
- (1) The Contractor shall provide the COTR, in a contractor defined format, an annual schedule of training requirements/projections for continuing education, certification, or skills improvement needs for all contractor personnel.
- (m) The Contractor shall generate, review, update, and maintain all applicable MSFC and NASA occupational health and related procedures. These include but are not limited to, manuals, management directives/procedural requirements/instructions, and circulars.
- (n) The Contractor shall be responsible for developing, reviewing, and proposing updates to all applicable MSFC directives, procedures, and instruction.

- (o) The Contractor shall prepare and submit an Organizational Conflicts of Interest (OCI) Avoidance Plan in accordance with DRD 1237MA-014.
- (p) The Contractor shall prepare and submit a list of credentials for all personnel covered by certification and licensure requirements in accordance with DRD 1237MA-002.

<u>Documentation Reduction:</u> In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

#### 3.0 MEDICAL SERVICES REQUIREMENTS

#### 3.1 <u>Lump Sum FFP Requirements</u>

#### 3.1.1 General

- (a) The Contractor shall provide comprehensive medical services to enhance the health and well-being of the workforce that is compliant with NPR 1800.1 and MPR 1810.1.
- (b) The Contractor shall provide medical services as set forth below to all NASA-MSFC civil servant, NASA-MSFC resident contractor personnel, NASA-MSFC guests and NASA tenant personnel resident at MSFC.
- (c) The Contractor shall provide the administrative and technical operations and management of Occupational Medicine (OM) functions.
- (d) The Contractor shall provide administrative support for medical services through the use of health information management systems that supports physical examination management, patient scheduling and notification, reception desk operations, and records management with the capability for statistical and analytical data collection and retention.

#### 3.1.2 Occupational Medicine Services

- (a) The Contractor shall provide comprehensive OM services in accordance with NPR 1800.1 and MPR 1810.1 designed to enhance the health and well-being of the work force. Services shall be provided to NASA and MSFC contractor activities (including special events), personnel, and facilities.
- (b) The Contractor shall provide occupational related examinations (as well as laboratory and other tests as appropriate) including pre-placement, surveillance, job certification, special purpose and other examinations as medically necessary that meet the requirements of the NASA Occupational Health Program Procedures, NPR 1800.1, Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), American National Standards Institute (ANSI), Nuclear Regulatory Commission (NRC), NASA standards and other regulatory agencies. These examinations will be provided to selected civil service and onsite contractor personnel. In addition to receiving the basic physical examination, other exams/diagnostics may be required. Occupational related exams include, but are not limited to, the following personnel:
  - a. Occupations that involve potential exposure to:
    - 1. Chemicals, solvents, paint, or fuel.
    - 2. Benzene.
    - 3. Insulation (fiberglass, asbestos).
    - 4. High pressure systems.
    - 5. Welding.
    - 6. Lasers.

- 7. Pesticides/herbicides.
- 8. Mercury/Lead/heavy metals.
- 9. Respiratory hazards.
- 10. Noise Hearing Conservation.
- b. Security Officers meet required qualifications (including annual treadmill).
- c. Food handlers (including TB skin test; 'blue card' certification).
- d. Mission support (specifics defined as appropriate).
- e. Heavy/critical equipment.
- (c) The Contractor shall evaluate, treat, and provide appropriate recommendations for disposition of all occupational injuries and illnesses.
- (d) The Contractor shall provide a Worker's Compensation Program Medical Case Manager to assess injured worker's needs, implement interventions, collaborate with treatment physicians/ rehabilitation providers, identify needed resources, participate in the evaluation of the medical treatment plan and case management process, assist supervisors and employees with return to work issues, develop and conduct educational programs for all involved entities, and develop processes to identify situations that require early intervention to maximize outcomes.
- (e) The Nurse Case Manager shall review preexisting workers compensation files for proper medical documentation at least every two years at the Federal Workers Compensation regional office in Jacksonville, FL. The review typically takes place over a period of 3 days.
- (f) The Nurse Case manager shall attend the Federal Workers Injury compensation class within one year of start of contract at the Federal Workers Compensation regional office in Jacksonville, FL.
- (g) The Contractor shall identify trends associated with all injuries or illnesses that may be related to the work environment, investigate those trends, and recommend actions required for prevention.
- (h) The Contractor shall provide appropriate return to work clearance or duty limitations to patients and their employers.
- (i) The Contractor shall perform laboratory, x-ray, or other tests within the scope and capability of the onsite medical facility at the request of a private physician if the conditions under evaluation or treatment are job-related.
- (j) The Contractor shall administer medications and/or tests (such as shots and blood pressure checks) prescribed by the employee's private physician if these onsite activities enable the employee to remain at work for the balance of the normal work shift. Services requested by the employee's private physician must be in writing. A Contractor physician shall evaluate and approve, as appropriate, the written request. The employee will furnish any of the necessary medications and required specialized equipment.

(k) The Contractor shall refer patients to their personal physician when significant abnormal conditions are discovered at the time of scheduled physical examinations or in the course of treatment for occupational illnesses or injuries, but which in themselves are not related to the patient's employment. Information on the evaluation and treatment shall be requested from the private physician to determine any effect on employment or need for work limitations.

#### 3.1.3 Emergency and Therapeutic Medicine

- (a) The Contractor shall provide initial emergency treatment, including dispensary services as needed, for illnesses and injuries sustained by MSFC employees (civil service, contractor, and official visitors). Emergency treatment/transportation for the Child Development Center participants may also be provided when acute illness or injury occurs.
- (b) The Contractor shall provide necessary information required for worker's compensation and other reporting requirements to appropriate organization for occupational injuries and illness.
- (c) The contractor shall provide pharmacy services, including the requisitioning or purchase, storage, safeguarding, accountability, and dispensing of all pharmacy supplies, drugs, and medicines necessary to the operation of the medical services.
- (d) The Contractor shall provide the MSFC Drug Control Officer for narcotic and sedative drugs, if required. Normal procedures allow patients to receive an initial dose of medication (prescription or non-prescription) for prompt treatment of symptoms. Written prescriptions are provided to the patient for additional medications, if required by the physician. Examples of routinely provided medications include aspirin, ibuprofen, antihistamines, decongestants, topical antibiotic/cortisone/burn ointments, throat lozenges, antibiotics, muscle relaxers, antacids, nitroglycerin, and eye/ear drops.
- (e) The Contractor shall perform blood pressure and pulse evaluations.
- (f) The Contractor shall perform dermabond operations for clinic visit personnel suffering from superficial cuts/wounds that can be closed with dermabond.

#### 3.1.4 Preventive Medicine

- (a) The Contractor shall provide a preventive medicine program to promote, maintain, and improve the physical and psychological well being of the worker in the work place.
- (b) The Contractor shall provide voluntary annual health maintenance examinations to NASA civil service employees. The basic examination shall include, but not be limited to, the following:
  - 1. Height, weight, blood pressure.
  - 2. Visual acuity test and tonometry.
  - 3. Audiogram.

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

- cream, antihistamine, throat lozenges, cold relief tablets, anti-motion sickness medication, and antacids:
- 4. Prescriptions for malaria medications for travel to those countries that the Centers for Disease Control recommend malaria prophylaxis. OM physicians shall discuss the need for malaria prophylaxis individually with the traveler and prescribe the most appropriate anti-malarial medication;
- 5. Information on other aspects of travel related medical concerns such as jet lag, stress, travelers' diarrhea, motion sickness, hypoxia, high altitude illness, decompression illness, and blood clots.

#### 3.1.5 Mission Support Services

(a) The Contractor shall provide mission support services to include support to MSFC elements whose missions involve the use of human test subjects. Contractor functions in this connection include medical advice, counseling, monitoring, and special physical examinations of personnel engaged in such activities as, life support systems, and certain task analyses.

#### 3.1.6 Miscellaneous Medical Services

- (a) The Contractor shall provide a physician designated to serve as the Medical Director for the Marshall Space Flight Center. The Medical Director shall also serve in the following capacities:
  - 1. As the Medical Review Official (MRO) under the terms established by the Federal Drug-Free Workplace Program;
  - 2. As the Medical Advisor of the MSFC Wellness Center;
  - 3. As the MSFC Medical Technical Authority and;
  - 4. As the Physician Director of the MSFC AED Program.
- (b) The Contractor shall provide physician evaluations to include but not be limited to the following:
  - 1. Disability Retirement.
  - 2. Fitness for Duty.
  - 3. Return to Work.
  - 4. Handicap Parking.
  - 5. Overseas Travel.
  - 6. Pre-employment.
  - 7. Respirator Approval/Disapproval.
  - 8. Physical Exercise Program Approval/Disapproval.
- (c) The Contractor shall provide consultation services to employees on health-related matters; as needed, perform completion of life insurance forms and other forms, such as adoption applications.

- (d) The Contractor shall provide medical advice and assistance to the MSFC Employee Assistance Program that is available to MSFC civil service employees having alcohol, drug, and/or emotional problems.
- (e) The Contractor shall conduct epidemiological studies and assure controls are provided for all MSFC areas to determine and control the presence of communicable diseases. This effort may be accomplished by contractor personnel or by an epidemiological consultant, depending on the circumstances. The findings/results shall be reviewed and recommendations/comments provided to the COTR. In any event, the Medical Director is responsible for communication and coordination with appropriate public health agencies.
- (f) The Contractor shall provide health education for employee training and occasional lectures or seminars on health matters of general interest to MSFC personnel. Typical topics include, but are not limited to, skin cancer, weight control, smoking, lead, asbestos, TB, cancer, overview of medical service functions, and self-breast examination. This function also includes the development and/or distribution of health related newsletters and other materials.

# 3.1.7 Clinical X-ray and Laboratory Services

- (a) The Contractor shall provide accredited clinical laboratory services.
- (b) The Contractor shall provide medical x-ray services and ensure all x-rays are read by an American Board Certified Radiologist and asbestos-related chest x-rays are read by "B" readers in compliance with OSHA standards.
- (c) The Contractor shall ensure medical x-ray film or other media used and written reports are delivered to the clinic and become property of the Government.

# 3.1.8 Management of Medical Records

- (a) The Contractor shall maintain accurate and complete medical records of patients for NASA. This shall include maintaining an accurate and complete data for patient records as specified by NASA and transitioning existing electronic health data into an Agency-wide electronic health record system once it is implemented. The contractor shall ensure that the employee medical records are secured and confidentially maintained. Records must be maintained in accordance the following (most current revision):
  - 1. NPD 1382.17E Privacy Act System of Records (NASA 10HIMS)
  - 2. OSHA record keeping regulations
  - 3. HIPAA regulations
  - 4. NASA communication requirements
- (b) The contractor shall ensure medical records are disposed of in accordance with the NASA Record Retention Schedule and the current Privacy Act.

- (c) The Contractor shall ensure the information contained in the employee medical record is sufficient to provide data for use in job placement, to establish health maintenance, for treatment and rehabilitation, for use in epidemiological studies, and to help management with program evaluation and improvement.
- (d) The Contractor shall ensure employees have access to their medical records upon receipt of a signed release by the employee or receipt of a notarized designation by the employee or third party.
- (e) The Contractor shall ensure medical records (both hard copy and electronic) are available for Agency Medical quality control review.

**NOTE**: The medical records (written and electronic) developed during past contract years will be transferred to the new contractor and will be subject to the clause G.3, Installation-Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the contractor as to how the records shall be maintained and stored.

#### 3.1.9 Flu Shots

(a) The Contractor shall operate the annual MSFC Flu Shot program, purchasing, offering and providing flu shots to MSFC contractors and civil servants.

#### 3.1.10 Automated External Defibrillator (AED)

The contractor shall administer, maintain and oversee the Centerwide Automated External Defibrillator (AED) Program consisting of approximately one hundred (100) AEDs and provide medical oversight/review for any Emergency Medical Services programs in accordance with MSFC MWI 1800.1, MSFC Automated External Defibrillator Program (draft).

#### 3.1.11 Ambulance Services

- (a) The Contractor shall provide ambulance services for MSFC.
- (b) The Contractor shall ensure ambulances used during this contract are stocked, supplied and maintained in accordance with the Alabama Department of Public Health Office, EMS and Trauma and are compliant with applicable regulations and requirements for an Advanced Life Support unit.
- (c) The Contractor shall provide ambulance stand by during emergencies such as fires, chemical spills, and explosive disposal. These may occur during regular hours or after hours.
- (d) The Contractor shall provide onsite ambulance/medical support to prescheduled special events or activities. These include, but are not limited to, functions to which the general public is invited, the annual employee picnic, and support during visits by VIPs to the Center.

# 3.2 IDIQ Requirements

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

### 3.3 Documentation and Reporting Requirements

- (a) 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.
- (b) The Contractor shall provide to the COTR, within 48 hours, a copy of each ambulance run report.

# 4.0 INDUSTRIAL HYGIENE SERVICES REQUIREMENTS

## 4.1 Lump Sum FFP Requirements

#### 4.1.1 General

- (a) The Contractor shall investigate workforce complaints of potential workplace hazards and coordinate with the affected employee and the appropriate organizations to resolve issues where appropriate.
- (b) The Contractor shall serve on Evaluation/Review/Mishap Investigation teams such as Operational Readiness Inspection (ORI), and Test Readiness Review (TRR).
- (c) The Contractor shall manage, support, and implement all site occupational health promotions and SHE certification/accreditation activities, to include ISO 18001, as directed by COTR.
- (d) The Contractor shall provide guidance and recommendations concerning the selection, use, and control of personal protective equipment.
- (e) The Contractor shall ensure records of individuals' exposure to hazardous substances or physical agents as measured and documented are filed in the individuals' medical record.
- (f) The Contractor shall provide technical assistance to other organizations, including other onsite contractors, as needed regarding industrial hygiene and environmental health matters.
- (g) The Contractor shall provide appropriate assistance to staff (e.g., safety and environmental) and line organizations (e.g., engineering, program, and procurement) to ensure the incorporation of protective health measures in new equipment, emergency response processes, and facilities.
- (h) The Contractor shall employ exposure-monitoring techniques to ensure compliance and conformity with current industry standards and guidelines.
- (i) The Contractor shall provide industrial hygiene standby support, as requested, in areas that have a potential health hazard(s) because of the nature of the operation in progress. These include, but are not limited to, asbestos and lead abatement activities, chemical mishaps, and test area activities. The Contractor shall keep the COTR apprised of these situations.
- (j) The Contractor shall provide necessary industrial hygiene monitoring, sampling, testing and analyses for, but not limited to, bioaerosols, volatile organic compounds, lead, hexevelent chrome, cadmium and other heavy metals, welding fumes, particulates, and heat stress.
- (k) The Contractor shall provide laboratory support to study, analyze, and evaluate environmental, biological, and radiological materials (examples: asbestos, bioaerosols, lead, radon, organics, inorganics, metals, and microbials).

- (1) The Contractor shall utilize appropriate American Industrial Hygiene Association (AIHA) accredited laboratories or other industry accepted accreditations when a particular category is not listed by AIHA for analytical and microbiological services.
- (m) The Contractor shall recommend appropriate physical examinations and diagnostic testing, as applicable, for all persons working in job categories requiring monitoring.
- (n) The Contractor shall provide expert consultation in heat illness prevention, perform heat illness hazard assessments and provide Centerwide notification of heat stress conditions.
- (o) The Contractor shall provide microbiology testing of air, surface and water samples, to include, but not be limited to indoor air quality (IAQ), cooling towers, potable water sources, and dairy products.
- (p) The Contractor shall perform monitoring/analysis of both air and bulk lead samplings as a support operation during construction/modification and mission support projects which are carried out by various civil service or contractor personnel, and, at times, outside firms. Monitoring results, recommendations, corrective actions or any other pertinent information shall be provided as required. Follow-up inspections shall be performed as necessary. A written report of the activity shall be submitted to appropriate organizations, including the COTR or designated representative.
- (q) The Contractor shall establish a formal mechanism to evaluate programmatically whether Center personnel are complying with occupational health related policies.

# 4.1.2 Industrial Hygiene Support

- (a) The Contractor shall provide comprehensive industrial hygiene services that is compliant with NPR 1800.1 and MPD 1840.1
- (b) The Contractor shall perform surveys, studies, investigations, and appropriate exposure monitoring to identify, evaluate and control potential chemical, physical or biological hazards in the work environment that may cause illness, injury, disease, or impaired well being.

# 4.1.3 Building Surveys

(a) The Contractor shall provide a comprehensive survey of all buildings, including exhaust hoods surveys, at least once annually. The Contractor shall provide recommendations or notifications of corrective action required of discrepancies identified to appropriate organizations/personnel. The Contractor shall perform follow-up inspections as necessary and serve as a resource to the user organization in closure of findings. The Contractor shall enter all finding into a Government provided tracking system.

- (b) The Contractor shall perform industrial hygiene hazard assessments on all buildings to determine the potential employee exposures (e.g., physical, chemical, biological.) associated with the activities performed in each building consistent with NPR 1810.1.
- (c) The Contractor shall establish a sampling plan as a result of these assessments (within 15 days following assessment of a building) for monitoring hazards in each building. The contractor shall identify appropriate monitoring to be conducted during the building assessment. The contractor shall enter required monitoring into a government provided database (e.g., SHETrak) as an open finding. The point of contact will coordinate with the contractor to ensure sampling is conducted. The item will remain open in SHETrak until the sampling requirement is completed. Any sampling conducted will be submitted in accordance with DRD 1237MA-004.
- (d) The Contractor shall perform reassessments of buildings, based on changes within the building or activities performed (e.g., functional, operational, process, etc.).
- (e) The Contractor shall review plans, specifications, drawings, and other documentation for proposed changes to existing facilities or for the construction of new facilities where chemical, physical, biological or other potential health hazards may exist. The contractor shall also work with the MSFC Industrial Safety, Facilities Management Office, and operating officials in determining potential health hazards and recommendations for proper preventive measures before commencing new projects or other activities as appropriate.

# 4.1.4 Sanitation

- (a) The Contractor shall inspect all food service outlets (including preparation sites, storage areas, and mobile canteens) for proper sanitation, care, personnel certification requirements, storage of food and associated operations that is compliant with the NASA food sanitation requirements, Hazard Analysis Critical Control Point (HACCP) guidance, FDA Food Code and Alabama Department of Public Health. The Contractor shall conduct inspections at least quarterly, and may be increased as directed by COTR. Follow-up inspections shall be performed as necessary to audit closure of corrective actions/recommendations. Food service locations include, but are not limited to, 4200, 4203, 4346, 4471, 4610, 4663, 4666, and 4708.
- (b) The Contractor shall perform sanitary surveys of day care operations, barber shops, recreation facilities and exercise facilities, and special events.
- (c) The Contractor shall monitor potable water distribution and facilitate testing as necessary to ensure its potability in accordance with EPA requirements. This testing/monitoring is normally provided and performed by the Army Chemical Laboratory (ACL). The Contractor shall only be required to perform this testing in limited instances when not provided by the ACL. Coordination with appropriate Facilities Management Office personnel is required prior to monitoring activities.

#### 4.1.5 Hearing Conservation

(a) The Contractor shall administer hearing conservation programs for employees whose occupations, in accordance with Federal and NASA requirements, expose or may expose them to risk of hearing damage or loss. The Contractor shall ensure all hazardous noise areas are identified, documented, and appropriately posted and perform required monitoring. The contractor shall provide noise data to user organizations as requested to allow posting of potential hazardous noise locations and maintain a comprehensive listing of all hazardous noise areas at MSFC. The Contractor shall provide expert consultation in noise hazard assessment and hearing loss prevention; assess noise hazards, engineering controls and hearing protection; and coordinate a "Buy Quiet" program.

#### 4.1.6 Offsite Support

- (a) The Contractor shall perform, annually, a comprehensive occupational health review at the SRB Element at KSC, FL. The Contractor shall provide necessary recommendations and corrective actions. Allow one week for this effort.
- (b) The contractor shall perform appropriate surveys, within a 50-mile radius at the offsite Huntsville-area locations of MSFC operations, including but not limited to the National Space Science Technology Center (NSSTC) and Intergraph-leased facilities. The Contractor shall provide follow-up to provide assistance and support in their efforts to close items.
- (c) The Contractor shall submit Industrial Hygiene Survey Building Report and Air Sampling Plan to the COTR in accordance with DRD 1237MA-004.

### 4.1.7 Asbestos Program

- (a) The Contractor shall provide services to the asbestos program to include:
  - 1. At least one AHERA inspector and AHERA Management Planner.
  - 2. At least two personnel trained to perform polarized light microscopy (PLM) and phase contrast microscopy (PCM).
  - 3. Applicable air monitoring, air/bulk sample collection, identification, and analysis, including PLM, PCM, and transmission electron microscopy (TEM), of potential asbestos containing materials (ACM), including projects being performed by onsite contractors. Bulk sampling for asbestos will be limited to reasonable support of Facilities Management Office (or other MSFC entity) activities such as building modifications and repairs.
  - 4. Serving as the technical authority for the MSFC asbestos program and provide guidance on the requirements of Federal, State, and local occupational and environmental health regulations.
  - 5. Inspections to identify suspect ACM; risk analysis of scheduled facilities operations and maintenance where ACM is present; assessment of written asbestos abatement procedures; pre/post-abatement inspections; surveys and audits of asbestos abatement operations; clearance level air monitoring and inspections for abatement projects; and

- perform monitoring and analyses of asbestos air samples during asbestos abatement and other asbestos related projects conducted by onsite contractors.
- 6. Providing data for the update of the MSFC Asbestos database and the asbestos management information system and maintaining the center-wide asbestos survey once completed.
- 7. Coordinating directly with NASA and contractor facilities management organizations responsible for management of construction of facilities and other facility maintenance activities requiring work with ACM.
- 8. Providing oversight to asbestos related activities performed by offsite construction contractors. Support for offsite contractor activities will normally be limited to oversight. However, air monitoring and sampling for these efforts will be provided for projects of 4 days or less duration.
- 9. Performing quarterly, annual, or as-needed routine air sampling in all occupied buildings as dictated by the type/condition of the asbestos-contaminated material.
- 10. Providing procedural monitoring during abatement projects to ensure compliance with regulations.
- 11. Reporting analytical results and findings to appropriate organizations and maintain those results in accordance with Federal regulations.
- 12. Providing recommendations/corrective actions and perform follow-up audits to verify closure of such.
- 13. Providing consultative services for all phases of ACM control.
- 14. Participating in AIHA Proficiency Analytical Testing (PAT) program for air and bulk asbestos. All qualified personnel shall participate in the program. Periodically, samples shall be sent to an independent asbestos laboratory to compare the information with that of the in-house asbestos results. The contractor shall be responsible for all costs associated with the programs annual fees and renewals.

### 4.1.8 Hazard Communication Program

- (a) The Contractor shall serve as the MSFC administrator for the Hazard Communication Program operation.
- (b) The Contractor shall provide training in the identification, evaluation and communication of chemical hazards in the workplace, as required by the OSHA Hazard Communication Standard, as well as any MSFC general and hazard specific training; maintain a current master file of MSDS in coordination with the Logistics Services Contractor; and support Center functions to maintain compliance.
- (c) The Contractor shall assist MSFC organizations in the non-routine acquisition of MSDS.
- (d) The Contractor shall provide technical assistance to other organizational elements in the final implementation of all health aspects of the OSHA HAZCOM Standard and the MSFC HAZCOM program.

(e) The Contractor shall review Procurement Requests for acquisition of chemicals to assure that appropriate Material Safety Data Sheets (MSDS) are available and personnel are advised of appropriate protective measures for new chemicals.

#### 4.1.9 Imminent Health Threat

(a) The Contractor shall immediately stop any operation which appears to represent a potential immediate danger to life and health exposure or imminent health hazard in accordance with MPR 8715.3 NASA General Safety Program Requirements. The Contractor shall immediately inform the organization responsible for the activity, the COTR, and Occupational Health Officer. The Contractor shall then support any activities to alleviate hazardous conditions and implement corrective actions.

#### 4.1.10 Monitoring Equipment

- (a) The Contractor shall properly maintain monitoring equipment and shall ensure that it is ready onsite for use at all times.
- (b) The Contractor shall ensure that all equipment is calibrated to manufacturer's or consensus standard recommendations.
- (c) The Contractor shall maintain proficient operating skill of all instrumentation/equipment. The contractor shall provide an effective system for maintaining individual operating skills for applicable instrumentation (e.g.: monthly in-service meetings). Some Government-provided equipment such as the Hazmat ID and SAM 935 Radiation and Surveillance and Measurement system items require special training which applicable contractor personnel will be expected to have or receive within 90 calendar days of award.

#### 4.1.11 Confined Space Entry Program

(a) The Contractor shall administer the MSFC Confined Space Entry Program in accordance with MPR 1840.1. The contractor shall perform confined space pre-entry evaluations/surveys/ assessments to determine the presence of potential health hazards/hazardous atmospheres and issue appropriate entry permits. The contractor shall provide expert consultation in confined space hazard assessment; manage the MSFC inventory of confined spaces; provide recommendations and requirements for confined space entry and work, and perform atmospheric monitoring in support of confined space entry operations.

#### 4.1.12 Indoor Air Quality Program

(a) The Contractor shall provide expert consultation on indoor air quality (IAQ); investigate IAQ complaints and identify potential causes; perform necessary sample collection, studies and analyses, coordinate with affected employees and their employers, and appropriate organizations to resolve issues where appropriate.

## 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.

### 4.3 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.

# 5.0 HEALTH PHYSICS (IONIZING AND NONIONIZING RADIATION) REQUIREMENTS

## 5.1 Lump Sum FFP Requirements

#### 5.1.1 General

- (a) The Contractor shall provide comprehensive Health Physics Services compliant with NPR 1800.1, MPD 1860.1 and MPD 1860.2.
- (b) The Contractor shall review plans of proposed operations involving the use of ionizing radiation to assure that adequate protective measures are incorporated into the layouts and engineering drawings, and consult with the MSFC Radiation Safety Committee (RSC) on these matters. The Contractor shall serve as the Recording Secretary of this Center Committee.
- (c) The Contractor shall maintain and provide inventory records of ionizing and non-ionizing radiation sources under the administrative control of MSFC.
- (d) The Contractor shall perform annual audits of the radiation safety program per the Nuclear Regulatory Commission (NRC) and MSFC site requirements.
- (e) The Contractor shall serve as the Center's Radiation Safety Officer (RSO) and be qualified to be listed as the RSO on the site NRC Materials License.
- (f) The Contractor shall develop and maintain Centerwide procedures and assist operating segments in developing operating procedures for radiological operations.
- (g) The Contractor shall provide initial and refresher training in the safe use/handling of radioactive materials and radiation producing devices, at least annually, to all onsite personnel involved with same.
- (h) The Contractor shall supply and distribute radiation/laser/RF/UV/IR signs, labels, and notices in accordance with applicable regulations/standards.
- (i) The Contractor shall ensure appropriate inventory and calibration of ionizing and nonionizing radiation monitoring instrumentation.
- (j) The Contractor shall attend the annual NASA Headquarters Health Physics conference. As a minimum, one health physicist shall attend. The conference is one week and takes place in the continental U.S., normally in the vicinity of a NASA Center.

#### 5.1.2 Ionizing Radiation Program

- (a) The Contractor shall perform inventories, leak tests and periodic surveys (at least annually) to comply with the site NRC license and the provisions of MSFC Radiation Safety program directives MPD 1860.2 and MPR 1860.1 are being met.
- (b) The Contractor shall provide, maintain, distribute, collect, and read dosimetry devices. Local handling of personal dosimeters for offsite processing is required (the current process is for the Army Radiation Laboratory to process MSFC Thermoluminescence Dosimeters (TLDs)). The Contractor shall process and maintain personal dosimetry reports. The Contractor shall provide a copy of the personal dosimetry report to each participant as required by the Nuclear Regulatory Commission (NRC).
- (c) The Contractor shall maintain a roster of all personnel associated with ionizing radiation.
- (d) The Contractor shall develop policies, procedures, and processes for acquiring, safe use and handling of neutron generating devices.
- (e) The Contractor shall develop and submit NRC license renewal and amendment applications to the NRC to conduct this program at MSFC in accordance with DRD 1237MA-015.
- (f) The Contractor shall establish and maintain a program to comply with site and regulatory requirements for x-ray generating equipment, operations, and devices.
- (g) The Contractor shall provide support for special research projects involving depleted uranium.
- (h) The Contractor shall monitor operations, develop and provide necessary employee training for processes and projects involving neutron generating devices.
- (i) The Contractor shall confirm all operations, including contractors; involving radioactive materials are performed within the parameters of the NRC license.

# 5.1.3 Radioactive Waste Management

- (a) The Contractor shall impound radioactive material, seal-off contaminated areas and decontaminate, and facilitate tests of contaminated or potentially contaminated personnel.
- (b) The Contractor shall review and approve all procurements of radioactive material and ionizing radiation producing devices. 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.
- (c) The Contractor shall screen onsite scrap metal bins for possible radioactive contamination before they are removed from the Center.

#### 5.1.4 Nonionizing Radiation Program

- (a) The Contractor shall maintain and updated a current inventory of class 3B and 4 laser-producing devices as well as hazardous RF, UV, and IR producing devices at MSFC.
- (b) The Contractor shall maintain and update Centerwide procedures for the safe use of nonionizing radiation. The Contractor shall review plans, specifications, and operating procedures for all operations involving nonionizing radiation producing devices. The Contractor shall maintain a file of all approved Standard Operating Procedures (SOPs).
- (c) The Contractor shall review and approve all purchase requests for nonionizing radiation producing devices and use the information gained to update the inventory records.
- (d) The Contractor shall maintain a current roster of all employees associated with hazardous nonionizing operations.
- (e) The Contractor shall monitor operations to verify that all areas having hazardous nonionizing radiation producing devices are adequately identified with proper warning signs and other appropriate devices. The Contractor shall ensure protective equipment is evaluated periodically to ensure proper working order.
- (f) The Contractor shall conduct hazard evaluation of all nonionizing radiation work areas, at least annually. The Contractor shall confirm all operations involving nonionizing radiation producing devices are performed within OSHA, NASA and MSFC Nonionizing Radiation Safety Program (MPD 1860.2) requirements, including those performed by the contractor.
- (g) The Contractor shall prepare information which will define the operational hazards involved in the use of the laser equipment and which may be used by operational personnel as guidance in protecting themselves and others from hazards caused by nonionizing radiation (Laser, RF, UV, IR) producing devices; serve as Laser/RF/ UV/IR Safety Officer for the Center.

## 5.1.5 Radon Management

- (a) The Contractor shall identify applicable monitoring sites and establish a 5 year radon monitoring schedule to ensure areas are monitored at least twice during the life of the contract.
- (b) The Contractor shall monitor and perform analysis for radon as appropriate, within all applicable areas. The contractor shall inform the COTR and appropriate organizations of results and provide necessary recommendation or notification of corrective action required for discrepancies identified. The contractor shall perform follow-up monitoring/inspections as necessary.
- (c) The Contractor shall maintain and update radon sampling results utilizing the Government provided radon Web site.

## 5.2 IDIQ Requirements

- (a) The Contractor shall dispose of radioactive material.
- (b) The Contractor shall provide additional health physics services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.

# 5.3 Documentation and Reporting Requirements

- (a) The Contractor shall prepare NRC license and amendments in accordance with DRD 1237MA-015.
- (b) The Contractor shall prepare and submit Radiation Survey Reports in accordance with DRD 1237MA-005.
- (c) The Contractor shall prepare and submit Laser (nonionizing radiation) Survey Reports in accordance with DRD 1237MA-007.

# 6.0 RESPIRATORY PROTECTION REQUIREMENTS

#### 6.1 Lump Sum FFP Requirements

## 6.1.1 General

- (a) The Contractor shall administer the MSFC Respiratory Protection Program and provide maintenance and repair services for all Government-owned respiratory protection equipment located at MSFC and Redstone Arsenal (RSA). These services shall consist of, but not be limited to, medical coordination, inspection, testing, training, preventive maintenance/cleaning, repairing, storage and issuing, quantitative/qualitative face-fit testing, filling compressed air cylinders, ensuring proper hydrostatic testing of Self Contained Breathing Apparatus (SCBA) cylinders is performed, and required record-keeping.
- (b) The Contractor shall perform all services in accordance with applicable Occupational Safety and Health Administration (OSHA) and other regulatory standards.
- (c) The Contractor shall maintain the Government provided datasheets containing all relevant information for respiratory protection participants in two parts. One part shall cover all MSFC associated personnel. The other part shall cover all Redstone Arsenal associated personnel. This Redstone Arsenal information shall be provided to the COTR annually.

# 6.2 IDIQ Requirements

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

# 6.3 Documentation and Reporting Requirements

None

	DATA PE	ROCUREMENT DOC.
	1237	Revision A
NNM09AA03C		
CONTRACT/RFP		
EXHIBIT NUMBER		
J-2		
ATTACHMENT NUMBER		
Ossumational Health Com	daaa	
Occupational Health Server PROJECT/SYSTEM	rices	
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MSFC - Form 3461 (Rev September 1989)

INCORPORATED REVISIONS OUTSTANDING REVISIONS OUTSTANDING REVISIONS OUTSTANDING REVISIONS OUTSTANDING REVISIONS OUTSTANDING REVISIONS AUTHORITY PORTION AFFECTED - PAGE NO./NO.  Contract Mod. 006  X X X Merged DRD 1237MA-002, Contractor Personnel Training Requirements/Schedule with DRD 1237MA-016, Profess Certifications and Licensures and renamed DRD 1237MA-016.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010.  Deleted the following DRD: 1237SA-002, Personnel Certification Plan
INCORPORATED REVISIONS OUTSTANDING REVISIONS OUTSTANDING REVISIONS AUTHORITY PORTION AFFECTED - PAGE NO./NO. (DPD Revision)  Contract Mod. 006  X  X  X  Merged DRD 1237MA-002, Contractor Personnel Training Requirements/Schedule with DRD 1237MA-016, Profess Certifications and Licensures and renamed DRD 1237MA-016.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010, Industrial Hygiene Hazard Assessment Documentation and renamed DRD 1237MA-004, Industrial Hygiene Building Survey a Air Sampling Plan and deleted DRD 1237MA-010.  Deleted the following DRD:
OUTSTANDING REVISIONS  AUTHORITY PORTION AFFECTED - PAGE NO./NO.  (DPD Revision) INTRO SGR DRL DRD  Contract Mod. 006  X X X Merged DRD 1237MA-002, Contractor Personnel Training Requirements/Schedule with DRD 1237MA-016, Profess Certifications and Licensures and renamed DRD 1237MA-Professional Certifications/Licensures and Training Requirements Schedule and deleted DRD 1237MA-016.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010, Industrial Hygiene Hazard Assessment Documentation and renamed DRD 1237MA-004, Industrial Hygiene Building Survey a Air Sampling Plan and deleted DRD 1237MA-010.  Deleted the following DRD:
(DPD Revision)  INTRO SGR DRL DRD  Merged DRD 1237MA-002, Contractor Personnel Trainir Requirements/Schedule with DRD 1237MA-016, Profess Certifications and Licensures and renamed DRD 1237MA Professional Certifications/Licensures and Training Requirements Schedule and deleted DRD 1237MA-016.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010, Industrial Hygiene Hazard Assessment Documentation and renamed DRD 1237MA-004, Industrial Hygiene Building Survey a Air Sampling Plan and deleted DRD 1237MA-010.  Deleted the following DRD:
Merged DRD 1237MA-002, Contractor Personnel Training Requirements/Schedule with DRD 1237MA-016, Profess Certifications and Licensures and renamed DRD 1237MA Professional Certifications/Licensures and Training Requirements Schedule and deleted DRD 1237MA-016.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010, Industrial Hygiene Hazard Assessment Documentation and renamed DRD 1237MA-004, Industrial Hygiene Building Survey a Air Sampling Plan and deleted DRD 1237MA-010.  Deleted the following DRD:
Requirements/Schedule with DRD 1237MA-016, Profess Certifications and Licensures and renamed DRD 1237MA Professional Certifications/Licensures and Training Requirements Schedule and deleted DRD 1237MA-016.  Merged DRD 1237MA-004, Industrial Hygiene Building Inspection Reports with DRD 1237MA-010, Industrial Hygiene Hazard Assessment Documentation and renamed DRD 1237MA-004, Industrial Hygiene Building Survey a Air Sampling Plan and deleted DRD 1237MA-010.  Deleted the following DRD:

MSFC - Form 3461-1 (Rev. September 2007)

#### 1.0 INTRODUCTION

- 1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.
- 1.2 <u>DPD Description</u>: This DPD consists of a Document Change Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRDs.
- 1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRDs.
- 1.2.2 <u>Data Requirements List (DRL)</u>: Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.
- 1.2.3 <u>Data Requirements Descriptions (DRDs)</u>
- 1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.
- 1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
LS	Logistics/Support
MA	Management
QE	Quality Engineering
SA	Safety

- 1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number.

  The first numerical characters reflect the DPD number.
- 1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRDs have been sectionalized in accordance with the above data categories.
- 1.2.3.5 The DRDs are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRDs.
- 1.2.4 <u>Document Change Log (DCL)</u>: The Document Change Log chronologically records all revision actions that pertain to the DPD.
- 1.2.5 <u>DPD Maintenance Procedures</u>: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.
- 1.3 <u>Data Types for Contractual Efforts</u>: The types of data and their contractually applicable requirements for approval and delivery are:

#### **TYPE**

#### **DESCRIPTION**

1* All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.

- 2* NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the "submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.
- These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.
- 4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.
- These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.
- * Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).
- ** Note: This time limit may be tailored for individual DPD's to meet the requirements of the procuring activity.
- *** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

#### 2.0 STATEMENT OF GENERAL REQUIREMENTS

Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

#### 2.2 <u>Subcontractor Data Requirements</u>

- 2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.
- 2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and includes such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

- 2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal
- 2.3.1 <u>Distribution</u>: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.
- 2.3.2 Format
- 2.3.2.1 Electronic Format: Electronic submission of data deliverables is required. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.
- 2.3.2.2 <u>Hardcopy Format</u>: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. This requirement is indicated in Item 15.4, Format of each DRD. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.
- 2.3.3 Data Restriction Marking
- 2.3.3.1 <u>Data Restriction Determination and Marking Requirements:</u> The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.
- 2.3.3.2 <u>Data Restriction Categories and Marking Statements</u>: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

#### International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

#### **Export Administration Regulations (EAR) Notice**

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 Alternate II, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 Alternate III, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information delivered under this contract

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

#### 2.3.4 Transmittal

- 2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COTR, and Project representatives who are responsible to receive, index, and store the data deliverables.
- 2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, and Personally Identifiable Information (PII).)
- 2.3.4.3 <u>Data Transmittal Package</u>: Each data transmittal package shall include:
  - a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
    - 1. Contract number.
    - 2. Data Requirements Description (DRD) number.
    - 3. DRD data type (specified in Item 3 on the DRD).
    - 4. Submission date or milestone being satisfied.
    - 5. Document number and revision.
    - 6. Document title.
    - 7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
    - 8. Distribution (as defined by the Contracting Officer's letter).
    - 9. Requested response date.
    - 10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.

- 11. NASA Records Retention Schedule (NRRS) number, if applicable. (See NPR 1441.1, NASA Records Retention Schedules)
- b. Printable electronic files or hardcopy data.
- 2.3.5 Electronic data deliverables should be transmitted directly to the MSFC Repository through the Digital Asset Manager web interface. Instructions for electronic data submittals can be found at <a href="http://cio.msfc.nasa.gov/repository/repository submittal.html">http://cio.msfc.nasa.gov/repository/repository submittal.html</a>. Document submitters must register for a Documentum user account through the <a href="https://www.nasa.gov/repository/repository/submittal.html">NASA Account Management System</a> (NAMS). Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL), and raster image formats.
- 2.4 <u>Printing</u>: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
  - a. Method of reproduction offset/xerography.
  - b. Finished size 8 1/2" X 11".
  - c. Paper 20-pound opaque bond.
  - d. Cover Litho cover stock.
  - e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
  - f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
  - g. Binding shall be the most economical method commensurate with the size of the report and its intended
- 2.5 <u>Contractor's Internal Documents</u>: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.
- 2.6 <u>Document Identification</u>: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.
- Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor should make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.
- 2.8 Maintenance of Type 1 Document Submittals
- 2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

- 2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.
- 2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.
- 2.8.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

#### 3.0 DPD MAINTENANCE PROCEDURES

- NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.
- 3.2 <u>Contractor-Initiated Change</u>: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.
- 3.3 DPD Change Procedures
- 3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log.
- 3.3.2 The date of the DPD shall be entered under the "as of" block of the Document Change Log. The date that was in the "as of" block shall be entered in the "Superseding" block.
- 3.3.3 The Document Change Log entitled "Incorporated Revisions" shall be changed to indicate the modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the "Remarks" column.
- 3.4 <u>DPD Reissues</u>
- 3.4.1 When conditions warrant, the DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.
- 3.4.2 All revision dates shall remain in the Date Revised block on all DRDs. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

# **Occupational Health Services**

# **Data Requirements List**

DRD	DATA TYPE	TITLE	<u>OPR</u>
LS - Logistics Support			
1237LS-001	2	Government Property Management Plan	AS41
MA - Management			
1237MA-001	2	Standard Operating Procedures	AS10 -
1237MA-002	2	Professional Certifications/Licensures and Training	AS10
		Requirements Schedule	
1237MA-003	3	Progress/Self-Monitoring Report	AS10
1237MA-004	3	Industrial Hygiene Building Survey and Air Sampling	AS10
		Plan	
1237MA-005	3	Radiation Survey Reports	AS10
1237MA-006	3	Cafeteria Inspection Reports	AS10
1237MA-007	3	Non-ionizing Radiation Survey Reports	AS10
1237MA-008	3	Industrial Hygiene Building Inspection Schedule	AS10
1237MA-009	3	Asbestos Quality Assurance Program Plan	AS10
-1237MA-010	3	Industrial Hygiene Hazard Assessment Documentation	AS10
1237MA-011	3	Badged Employee and Remote IT User Listing	AS10
1237MA-012	3	Contractor Employee Clearance Document	AS10
1237MA-013	3	Position Risk Designation for Non-NASA Employee	AS10
1237MA-014	3	Organizational Conflicts of Interest (OCI) Avoidance Plan	AS10
1237MA-015	3	NRC License Renewal/Amendment	AS10
-1237MA 016-	3	Professional Certifications and Licensures	AS10
QE - Quality Engineering			
1237QE-001	2	Medical Quality Assurance (QA) Plan	A C10
1257QE-001	2	Medical Quanty Assurance (QA) Fian	AS10
SA – Safety			
1237SA-001	2	Safety, Health and Environment (SHE) Plan	AS10/QD12
-1237SA 002-	2	Personnel Certification Plan	QD12/QD40/ED01
1237SA-003	3	Mishap and Safety Statistics Reports	QD12

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237LS-001

3. DATA TYPE: 2

4. DATE REVISED: 06-23-09

5. PAGE: 1/1

- 6. TITLE: Government Property Management Plan
- 7. **DESCRIPTION/USE**: To describe the method of controlling and managing Government property.

8. OPR: AS41

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: Preliminary three months after Authority to Proceed (ATP)
- 12. SUBMISSION FREQUENCY: Final one year after ATP, revise as required
- REMARKS: This document shall be the official contract requirements document for the control and identification of all Government property.
- 14. INTERRELATIONSHIP: PWS paragraph 2.3b
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 APPLICABLE DOCUMENTS:

FAR

Federal Acquisition Regulation, Part 45

NPR 5100.4B

Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45

and latest revisions thereto

- 15.3 <u>CONTENTS</u>: The Government Property Management Plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the contractor's property management system and shall include the following categories:
  - a. Property management.
  - b. Acquisition.
  - c. Receiving.
  - d. Identification.
  - e. Records.
  - f. Movement.
  - g. Storage.
  - h. Physical inventories.

- i. Reports.
- j. Consumption.
- k. Utilization.
- 1. Maintenance.
- m. Subcontractor control.
- n. Disposition.
- o. Contract close-out.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-001

DATA TYPE: 2

4. DATE REVISED: 06-23-09

5. PAGE: 1/1

- 6. TITLE: Standard Operating Procedures
- 7. DESCRIPTION/USE: To assure Standard Operating Procedures are available for training and reference.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: To be coordinated with the COTR within 90 days after contract award
- 12. SUBMISSION FREQUENCY: One time. Update as required
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 2.3c
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Standard Operating Procedures provides data on all repetitive operations where quality or safety considerations are a factor.
- 15.2 APPLICABLE DOCUMENTS:

NPR 1800.1

NASA Occupational Health Program Procedures

- 15.3 <u>CONTENTS</u>: The Standard Operating Procedures shall meet the requirements of NPR 1800.1 and include but not be limited to, the following:
  - a. Physical examination protocols.
  - b. Clinical laboratory procedures.
  - c. Cardiopulmonary laboratory procedures.
  - d. Clinic Operations.
  - e. X-ray machine procedures.
  - Medical waste procedures.
  - g. Privacy Act procedures.
  - h. Bloodborne pathogen procedures.
  - i. Allergy injections.
  - j. Radioactive material handling procedures.
  - k. Asbestos sampling and analysis.
  - 1. Lead sampling and analysis.
  - m. Respiratory protection program.
  - n. Employee complaint procedures.
  - o. "Safety and Health Plan" review procedures.
  - p. Medical Management.
  - q. Infectious Waste Management.
  - r. Indoor Air Quality Activities.
  - Industrial Hygiene Operations
- 15.4 **FORMAT**: Contractor format is acceptable with MSFC approval.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.**: 1237

DATA TYPE: 3

3.

ISSUE: Revision A

2. DRD NO.: 1237MA-002

4. DATE REVISED: 06-23-09

PAGE: 1/1

TITLE: Professional Certifications/Licensures and Training Requirements Schedule

- DESCRIPTION/USE: To assure MSFC that the contractor's plans for maintaining highly trained personnel is
  viable and to submit a summary list of credentials for all personnel covered by certification and licensure
  requirements.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: Within 60 days after contract award
- 12. SUBMISSION FREQUENCY: Revise as required; update at least annually
- 13. REMARKS:
- INTERRELATIONSHIP: PWS paragraphs 2.3k and 2.3p
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Professional Certifications/Licensures and Training Requirements Schedule will show essential credentials for personnel on the contract for whom certifications and licensures are required and will give a summary of the continuing education hours required to maintain those certifications and licensures within the designated renewal period.
- 15.2 APPLICABLE DOCUMENTS:

NPR 1800.1

NASA Occupational Health Program Procedures

- 15.3 <u>CONTENTS</u>: The Professional Certifications/Licensures and Training Requirements Schedule shall meet the requirements of NPR 1800.1 and contain but not to be limited to:
  - Last date of licensing and/or certification.
  - b. Date of renewal for licensing and/or certification.
  - c. Certifying and/or licensing entity.
  - Copy of certification and/or license.
  - e. Number of professional continuing education hours needed for renewal of license and/or certification.
- 15.4 **FORMAT**: To be established with agreement from the COTR.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-003

3. DATA TYPE: 3

4. DATE REVISED: 06-23-09

5. **PAGE**: 1/1

- 6. TITLE: Progress/Self-Monitoring Report
- 7. **DESCRIPTION/USE**: To provide NASA with visibility of contract performance and accomplishment compared with planned activities.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: Tenth of month following the first month of operation
- 12. SUBMISSION FREQUENCY: Monthly, due 10 days after the end of each month being reported
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 2.3d
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Progress/Self-Monitoring Report provides data for the assessment of contract performance, schedule, and quality of the tasks to be performed.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Progress/Self-Monitoring Report addresses actual and potential problems and progress toward meeting contract requirements. Discussions of problems shall include proposed recovery plans and actions to be taken. Discussions of progress should be keyed to overall contract objectives.

This report shall discuss the work schedules and actual work performed against the plan and any anticipated impacts.

Data points, as reflected in the workload indicators identified by the COTR, shall be included. Additional data shall include a summary of exam appointments indicating whether or not employees were scheduled within 12 to 14 months of prior exam date and that mandatory exams timelines met regulatory standards. Summarize workload indicators in form of "Variation in Quantity Clause" requirements.

Other information that may assist the Government in evaluating the contractor's quality, technical and schedule performance.

Safety metrics and other data to support safety awareness/education of all employees.

- 15.4 **FORMAT**: Contractor format is acceptable with COTR approval.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-004

DATA TYPE: 3

4. DATE REVISED: 06-23-09

5. PAGE: 1/2

- 6. TITLE: Industrial Hygiene Building Survey Report and Air Sampling Plan
- 7. **DESCRIPTION/USE**: To assure compliance with OSHA regulations.

8. OPR: AS10

9. DM: AS10

- 10. **DISTRIBUTION**: Per Contracting Officer's letter
- 11. INITIAL, SUBMISSION: Industrial Hygiene Building Survey Report and Air Sampling Plan will be submitted no later than the first 15 days following the first survey after contract award for any completed buildings
- 12. SUBMISSION FREQUENCY: Building Survey Report and Air Sampling Plan will be due by the 10th of the month following completion of the report/plan. Findings from the reports/plans will be entered in a government-provided tracking system. Follow-up inspections will be performed within 30 working days following appropriate notification of correction action required to the user organization. Any industrial hygiene monitoring results will be submitted no later than that 10th of the month following completion of the laboratory analysis. Industrial Hygiene monitoring results indicating an imminent threat to personnel or property will be communicated immediately to the COTR, or their designee, by any means available including, but not limited to, verbal, email, or telephone.
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraphs 2.3f, 4.1.6, and 4.3a
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Industrial Hygiene Building Survey Report and Air Sampling Plan provides documentation to required parties of potential industrial hygiene hazards identified, notification to pertinent parties that a corrective action is needed in their area, any industrial hygiene hazards requiring testing, and the group/organization that is responsible for scheduling the testing.
- 15.2 APPLICABLE DOCUMENTS:

NPR 1800.1

NASA Occupational Health Program Procedures

- 15.3 CONTENTS: The Industrial Hygiene Building Survey Report and Air Sampling Plan shall be of sufficient detail to permit MSFC to properly evaluate the hazards or potential hazards present on the site. Information contained therein shall comply with NPR 1800.1 NASA Occupational Health Program Procedures and applicable state, federal and local regulations as necessary for appropriate documentation. In general, the Building Survey Report and Air Sampling Plan shall contain, but not necessarily be limited to:
  - a. Brief narrative of activities taking place in the building at time of survey.
  - b. Identification of the hazard(s) and, if required, any comments/notations to adequately describe the hazards.
  - SHE TRAK finding numbers associated with all findings.
  - d. Number of persons exposed to hazard.
  - e. Location of hazard.
  - Recommendations for protective devices/corrective actions/abatement to correct the hazard, if applicable.
  - g. Education activities performed, if applicable.
  - h. Any follow-up activities anticipated, if applicable.
  - Results of any personal protective equipment inspections, if applicable.

## **DRD Continuation Sheet**

TITLE: Industrial Hygiene Building Survey Report and Air Sampling

DRD NO.: 1237MA-004

Plan

DATA TYPE:

**PAGE: 2/2** 

#### 15. DATA PREPARATION INFORMATION (CONTINUED):

- Processes/activities requiring industrial hygiene monitoring. Documentation shall include, as a minimum:
  - 1. Organization/group/contractor responsible for the process/operation to be monitored.
  - 2. Process/operation requiring industrial hygiene monitoring.
  - 3. Number of people exposed.
  - 4. Job categories exposed.
  - 5. Chemical/agent to be monitored.
  - 6. Sampling technique and/or method.
  - 7. Applicable standards, if applicable.
  - 8. Location to include room/lab number, if applicable.
- k. Any industrial hygiene monitoring reports will be appended to the most recent Building Survey Report and Air Sampling Plan. Industrial hygiene monitoring reports shall include, at a minimum:
  - 1. Process/area where monitoring was performed.
  - Material/process/device generating chemical/physical agent. For chemical materials this shall include the material's trade name and the HMMS reference number.
  - Chemical/physical agent sampled.
  - 4. Result of sampling.
  - 5. Appropriate reference standard with which to compare sampling result.
  - 6. Average duration to which personnel are exposed to the chemical/physical agent. This shall include reference time frame (e.g., 8 hours per day, 20 hours per week, 5 days per year, etc.)
  - 7. Measurement technique/method employed.
- 15.4 **FORMAT**: To be established with agreement from the COTR.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-005

DATA TYPE: 3

4. DATE REVISED: 06-23-09

5. **PAGE**: 1/1

6. TITLE: Radiation Survey Reports

7. DESCRIPTION/USE: To assure compliance with Nuclear Regulatory Commission (NRC) Regulations.

8. OPR: AS10

9. DM: AS10

DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: Within six months following contract award

12. SUBMISSION FREQUENCY: Annually, within 15 working days following inspection

13. REMARKS:

INTERRELATIONSHIP: PWS paragraph 5.3b

15. DATA PREPARATION INFORMATION:

15.1 <u>SCOPE</u>: The Radiation Survey Report provides proper notification of completion of any radiation surveys and reporting of identified discrepancies to required parties.

15.2 APPLICABLE DOCUMENTS:

10 CFR (Title 10)

Nuclear Regulatory Commission (NRC) Rules and Regulations

- 15.3 <u>CONTENTS</u>: The Radiation Survey Reports shall be of sufficient detail to permit MSFC to properly evaluate the radiation hazard or potential hazard. The report shall also include the complete inventory of all ionizing radiation sources and producing devices. Information contained therein shall comply with 10 CFR (Title 10) and applicable state, federal, and local regulations as necessary for appropriate documentation.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-006

3. DATA TYPE: 3

4. DATE REVISED: 06-23-09

5. **PAGE**: 1/1.

- 6. TITLE: Cafeteria Inspection Reports
- DESCRIPTION/USE: To provide details of cafeteria inspections.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: No later than 45 days following first cafeteria inspection after contract award.
- SUBMISSION FREQUENCY: Quarterly, within 10 working days following inspection All findings shall be entered into a government-provided tracking system.
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 4.3b
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Cafeteria Inspection Report provides proper notification to required parties of completion of any cafeteria inspections and reporting of identified discrepancies.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Cafeteria Inspection Report shall be of sufficient detail to permit MSFC to properly evaluate the sanitation conditions and any potential hazards. Information contained therein shall at least be comparable to that required by the state of Alabama and the Food and Drug Administration (FDA).
- 15.4 **FORMAT**: Contractor format is acceptable with COTR approval.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-007

3. DATA TYPE: 3

4. DATE REVISED: 06-23-09

5. **PAGE**: 1/1

- 6. TITLE: Non-ionizing Radiation Survey Reports
- DESCRIPTION/USE: To assure compliance with all applicable Federal, state and other industry accepted standards American National Standards Institute (ANSI) standards.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: No later than six months following contract award
- 12. SUBMISSION FREQUENCY: Annually, within 15 working days following inspection
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 5.3c
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Non-ionizing Radiation Survey Reports provides proper notification to required parties of completion of any laser surveys and reporting of identified discrepancies.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Non-ionizing Radiation Reports shall be of sufficient detail to permit MSFC to properly evaluate hazardous or potentially hazardous conditions. The report shall also include the complete inventory of all non ionizing radiation producing devices. Information contained therein shall comply with applicable state, federal, and local regulations as necessary for appropriate documentation.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

DPD NO.: 1237
 DATA TYPE: 3

ISSUE: Revision A

2. DRD NO.: 1237MA-008

4. DATE REVISED: 06-23-09

5. **PAGE**: 1/1

- 6. TITLE: Industrial Hygiene Building Inspection Schedule
- DESCRIPTION/USE: To provide schedule planning for building inspections.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- INITIAL SUBMISSION: Fifteenth of month following first month of operation after Authority to Proceed (ATP)
- 12. SUBMISSION FREQUENCY: Update annually by January 15th of each year
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 4.3c
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Industrial Hygiene Building Inspection Schedule provides details regarding scheduled inspections.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Industrial Hygiene Building Inspection Schedule shall include each building/structure, the month it is to be inspected, and name of individual to whom it is assigned.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-009

3. DATA TYPE: 3

DATE REVISED: 06-23-09

5. PAGE: 1/1

- 6. TITLE: Asbestos Quality Assurance Program Plan
- DESCRIPTION/USE: To assure quality processes are utilized in collecting and analyzing asbestos samples.
- 8. OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: Within 90 days following contract award
- 12. SUBMISSION FREQUENCY: One time, update as required
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 4.3d
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Asbestos Quality Assurance Program Plan provides procedures for collecting and analyzing asbestos samples.
- 15.2 APPLICABLE DOCUMENTS:

29 CFR 1910.1001

Asbestos

29 CFR 1926.1101

Asbestos

- 15.3 **CONTENTS**: The Asbestos Quality Assurance Program Plan shall meet industry standards.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-011

3. DATA TYPE: 3

4. **DATE REVISED**: 06-23-09

5. PAGE: 1/1

- 6. TITLE: Badged Employee and Remote IT User Listing
- 7. **DESCRIPTION/USE**: To assist NASA in conducting contractor floor checks and to determine if the employees meet the minimum background investigation requirements.
- 8. OPR: AS50

9. DM: AS10

- 10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy each shall go to MSFC's Protective Services Office, Facilities Planning and Business Management Office and IS30/Steven Deutschendorf.
- 11. INITIAL SUBMISSION: No later than 10 working days after Authority to Proceed (ATP)
- SUBMISSION FREQUENCY: Formal update quarterly and email changes as personnel changes occur to distribution. If deemed necessary by the Contracting Officer, the contractor shall submit the list at times other than stated.
- 13. **REMARKS**: Reference is made to Federal Acquisition Regulation (FAR) Clause, FAR 52.215-2, Audit and Records--Negotiations (June 1999), NPR 1600.1, NASA Security Program Procedural Requirements.
- 14. INTERRELATIONSHIP: PWS paragraph 2.3g
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Badged Employee and Remote IT User Listing provides NASA with a list of all MSFC badged contractor employees, as well as, any contractor remote IT users who will have access to the MSFC IT system.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Badged Employee and Remote IT User Listing shall include the following information for each employee: employee's full name (first and middle names must be birth names), last four digits of the Social Security Number (SSN), date of birth, place of birth, duty position, duty location (building/room number), shift assignment, and supervisor's name. Additionally, if applicable, the type of security background check already completed (NACLC or SSBI) and the date it was completed.
- 15.4 **FORMAT**: Contractor format using Excel Spreadsheet is acceptable.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-012

DATA TYPE: 3

4. DATE REVISED: 06-23-09

- 5. **PAGE**: 1/1
- 6. TITLE: Contractor Employee Clearance Document
- 7. **DESCRIPTION/USE**: To ensure that badged contractor employees who no longer require Center access properly clear all accounts when the access is no longer needed.
- 8. OPR: AS50

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: Immediately when the access is no longer needed
- 12. SUBMISSION FREQUENCY: As required
- 13. REMARKS:
- 14. INTERRELATIONSHIP: PWS paragraph 2.3e
- 15. DATA PREPARATION INFORMATION:
- 15.1 <u>SCOPE</u>: The Contractor Employee Clearance Document provides verification that all badged employees have properly cleared all accounts when the access is no longer needed.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3 <u>CONTENTS</u>: The Contractor Employee Clearance Document shall contain all the information required by MSFC Form 383-1.
- 15.4 **FORMAT**: MSFC Form 383-1, "Contractor Employee Clearance Document".
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237MA-013

3. DATA TYPE: 3

- 4. **DATE REVISED**: 06-23-09
- 5. **PAGE**: 1/1
- 6. TITLE: Position Risk Designation for Non-NASA Employee
- 7. **DESCRIPTION/USE**: To ensure that contractor employees are screened to an appropriate risk determination in accordance with NPR 1600.1, NASA Security Program Procedural Requirements, Chapter 4.
- 8. OPR: AS50
- 9. DM: AS10
- DISTRIBUTION: Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
- INITIAL SUBMISSION: No later than 10 working days after Authority to Proceed (ATP)
- 12. SUBMISSION FREQUENCY: Update as personnel or position changes occur
- 13. REMARKS:
- INTERRELATIONSHIP: PWS paragraph 2.3h
- 15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE**: The Position Risk Designation for Non-NASA Employee provides information necessary to determine the type of investigation required and how closely an individual is screened for a position.
- 15.2 APPLICABLE DOCUMENTS:

NPR 1600.1

NASA Security Program Procedural Requirements

- 15.3 <u>CONTENTS</u>: The Position Risk Designation for Non-NASA Employee shall contain all the information required by NASA Form 1760 in accordance with NPR 1600.1, NASA Security Program Procedural Requirements.
- 15.4 FORMAT: NASA Form 1760, "Position Risk Designation for Non-NASA Employee".
- 15.5 **MAINTENANCE**: None required

1. DPD NO.: 1237 ISSUE: Revision A 2. DRD NO.: 1237MA-014

3. DATA TYPE: 3 4. DATE REVISED: 06-23-09

5. **PAGE**: 1/2

TITLE: Organizational Conflicts of Interest (OCI) Avoidance Plan

- DESCRIPTION/USE: To demonstrate to the Government that the Contractor will mitigate organizational
  conflicts of interest and ensure that the contractor provides unbiased, impartial advice and adequately protects
  sensitive data.
- 8. OPR: AS10 9. DM: AS10
- DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: 60 days after contract award
- 12. SUBMISSION FREQUENCY: Revise as required; update at least annually
- 13. REMARKS: Reference is made to 1852.237-72, Access to Sensitive Information; 1852.237-73, Release of Sensitive Information.
- 14. INTERRELATIONSHIP: PWS paragraph 2.30 and H.14
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Organizational Conflicts of Interest (OCI) Avoidance Plan demonstrates that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated, especially when using subject matter experts or technical experts connected to any prime contractor or subcontractor performing or planning to propose on design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to MSFC. The Contractor should not assume that government performance of a contracted task is a form of mitigation.
- 15.2 APPLICABLE DOCUMENTS: None
- 15.3. **CONTENTS**: The Organizational Conflicts of Interest (OCI) Avoidance Plan shall include the following:
  - a. Organizational conflicts of interest pertaining to impaired objectivity shall be addressed as follows:
    - 1. Describe the nature of the conflict including any business relationships that might create a conflict with the performance of the work statement
    - 2. Describe the plan for avoiding, neutralizing, or mitigating the conflict, including the following with regard to subject matter experts/technical experts if applicable:
      - (a) That the management reporting chains between this contract and the work performed by the subject matter experts/technical experts for the conflicting business relationship are separated from each other.
      - (b) That the subject matter experts/technical experts when performing under this contract are physically separated from the portion of the company performing the work for the conflicting business relationships.
      - (c) That each subject matter expert/technical expert performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
      - (d) That techniques are in place to ensure that the contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan

DATA TYPE: 3

DRD NO.:1237MA-014

PAGE: 2/2

#### 15. DATA PREPARATION INFORMATION (CONTINUED):

- b. With regard to access to nonpublic information, the avoidance plan shall contain a plan to safeguard all proprietary/sensitive data the contractor (including all employees and subject matter experts/technical experts) receives. This plan shall include:
  - 1. A provision that the contractor shall not disclose or improperly use the proprietary/sensitive data received or accessed under this contract.
  - A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
  - A provision that information technology shall be protected to prevent unauthorized disclosure of information.
  - 4. A provision that employees performing the effort must sign an express binding written agreement clearly agreeing to protect sensitive data.
  - 5. A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
  - 6. A requirement for periodic self-audits, the results of which shall be made available to the Government.
  - 7. Initial and periodic refresher OCI training for the contractor employees/experts working on this contract.
  - A description of organizational and employee sanctions for violation of the OCI order clause or OCI
    Avoidance Plan provisions.
  - Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The
    contractor shall make these records available to and cooperate with any neutral third party the
    Government assigns to review adherence to their OCI mitigation plan.
  - A provision requiring the contractor to report any real, apparent, or potential conflict of interest that
    may arise to the Contracting Officer.
  - 11. A provision requiring the contractor to update the OCI Avoidance Plan upon occurrence of any event that will cause a change to the plan.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.**: 1237

3.

ISSUE: Revision A

2. DRD NO.: 1237MA-015

DATA TYPE: 3 4. DATE REVISED: 06-23-09

5. PAGE: 1/1

6. TITLE: NRC License Renewal/Amendment

7. DESCRIPTION/USE: To assure compliance with Nuclear Regulatory Commission (NRC) Regulations.

8. OPR: AS10

9. DM: AS10

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: As required by the NRC

12. SUBMISSION FREQUENCY: As required by the NRC or when amendments are required to the license.

13. REMARKS:

14. INTERRELATIONSHIP: PWS paragraphs 5.1.2e and 5.3a

15. DATA PREPARATION INFORMATION:

15.1 <u>SCOPE</u>: The NRC License Renewal/Amendment maintains current NRC license and submit required license renewal information and request for amendments.

15.2 APPLICABLE DOCUMENTS:

10 CFR (Title 10)

Nuclear Regulatory Commission (NRC) Rules and Regulations

- 15.3 <u>CONTENTS</u>: The NRC License Renewal/Amendment shall provide sufficient information to adequately describe all radioactive material, radiological controls and other information by the NRC as defined in 10 CFR (Title 10). All amendments shall be prepared to provide sufficient detail to changes of the MSFC radioactive material inventory.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: None required

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237QE-001

3. DATA TYPE: 2

DATE REVISED: 06-23-09
 PAGE: 1/1

- 6. TITLE: Medical Quality Assurance (QA) Plan
- 7. **DESCRIPTION/USE**: Documentation of quality planning, control, and improvement processes.
- OPR: AS10

9. DM: AS10

- 10. DISTRIBUTION: Per Contracting Officer's letter
- 11. INITIAL SUBMISSION: 60 days after contract award
- 12. SUBMISSION FREQUENCY: Revise as required; update at least annually
- 13. REMARKS:
- INTERRELATIONSHIP: PWS paragraph 3.3a
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Medical Quality Assurance (QA) Plan describes the contractor's approach to providing quality service in the performance of this contract.
- 15.2 APPLICABLE DOCUMENTS:

NPR 1800.1

NASA Occupational Health Program Procedures

- 15.3 <u>CONTENTS</u>: The Medical Quality Assurance (QA) Plan shall evaluate all aspects of the medical quality assurance program and meet the requirements of NPR 1800.1 and address as a minimum the following:
  - a. Maintaining confidentiality and privacy of clinic operations.
  - b. Assuring safe clinic operations.
  - c. Validation of staff knowledge.
  - d. Assurance of credentials and licensures of medical staff.
  - e. Ensuring and maintaining current internal operating procedures are in place and followed.
  - f. Conducting internal audits and medical chart reviews.
  - g. Validation of readiness of medications, supplies and equipment.
  - h. Assuring appropriate medical records system are in place.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237SA-001

3. DATA TYPE: 2

4. **DATE REVISED**: 06-23-09

5. PAGE: 1/4

6. TITLE: Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: A contractor generated document that describes the contractor's approach to assuring compliance with the Marshall Space Flight Center (MSFC) SHE core program requirements. The contractor's SHE Plan shall describe how the contractor will (1) prevent employee fatalities, (2) reduce the number of SHE mishaps, (3) reduce the severity of employee injuries and illnesses, and (4) protect the environment through the ongoing planning, implementation, integration and management control of the contractor's industrial safety, occupational health, and environmental program in accordance with NFS 1852.223-73.

8. **OPR**: AS10/QD12

9. DM: AS10

10. DISTRIBUTION: Per Contracting Officer's letter

11. INITIAL SUBMISSION: Preliminary with proposal

12. SUBMISSION FREQUENCY: Ten days after Authority to Proceed (ATP); update as required

13. REMARKS:

14. INTERRELATIONSHIP: NFS 1852.223-70, Safety and Health; NFS 1852.223-72, Safety and Health (Short Form); NFS 1852.223-73, Safety and Health Plan; FAR 52.223-1, Biobased Product Certification; FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts; FAR 52.223-3, Hazardous Material Identification and Material Safety Data; FAR 52.223-10, Waste Reduction Program; FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and FAR 52.223-14, Toxic Chemical Release Reporting; 52.223-15, Energy Efficiency in Energy-Consuming Products; 52.223-16. IEEE 1680, Standard for Environmental Assessment of Personal Computer Products. DRD 1237SA-003, Mishap and Safety Statistics Report. PWS paragraph 2.3i

#### 15. DATA PREPARATION INFORMATION:

15.1 <u>SCOPE</u>: The Safety, Health, and Environmental Plan shall describe the contractor's methods of planning, implementing and controlling industrial safety, occupational health, and environmental requirements to assure compliance with the MSFC SHE program over the duration of this contract.

15.2 <u>APPLICABLE DOCUMENTS</u>: Code of Federal Regulations (CFR) and listed consensus standards are applicable to all contracts to the extent specified in the contract. NASA and MSFC documents are applicable to all contracts performed onsite to extent specified in the contract.

29 CFR Part 1903

Inspections, Citations, and Proposed Penalties

29 CFR Part 1910

Department of Labor; Occupational Safety and Health Administration

Standards for General Industry

29 CFR Part 1926

Department of Labor; Occupational Safety and Health Administration

Standards for Construction Industry

CFR Title 40 Parts 1-1068

Protection of Environment

ANSI Standards applicable to the scope of this contract

ASME Boiler and Pressure Vessel Code applicable to the scope of this contract

NFPA Standards

National Fire Codes

NASA-STD-8719.11

Safety Standard for Fire Protection

NPR 8715.3

NASA General Safety Program Requirements

MPR 1040.3 MPD 1800.1

MSFC Emergency Plan

MPR 1800.1

MSFC Smoking Policy Bloodborne Pathogens

TITLE: Safety, Health, and Environmental (SHE) Plan DRD NO.: 1237SA-001

DATA TYPE: 2	PAGE: 2/4
15. DATA PREPARATION	INFORMATION (CONTINUED):
MPR 1800.2	MSFC Ergonomics Program
MPR 1810.1	MSFC Occupational Medicine
MPD 1840.1	MSFC Environmental Health Program
MPR 1840.1	MSFC Confined Space Entries FFFASUFF one of the FFFAFFFAF gram
MPR 1840.2	MSFC Hazard Communication Program
MPD 1840.3	MSFC Respiratory Protection Program
MPR 1840.3	MSFC Hazardous Chemicals in Laboratories Protection Program
MPR 1840.4	MSFC Asbestos Program
MPD 1860.1	Laser Safety
MPD 1860.2	MSFC Radiation Safety Program
MPR 3410.1	Training
MWI 3410.1	Personnel Certification Program
MPD 8500.1	MSFC Environmental Management Policy
MPR 8500.1	MSFC Environmental Management Program
MPR 8500.2	MSFC Environmental Management System Manual
MWI 8540.2	Affirmative Procurement Program for Environmentally Preferable Products
MWI 8550.1	Waste Management
MWI 8550.2	Storm Water Management
MWI 8550.3	Wastewater Compliance
MWI 8550.4	Air Emissions Compliance
MWI 8550.5	Chemical Management
MWI 8621.1	Close Call and Mishap Reporting and Investigation Program
MPR 8715.1	Marshall Safety, Health and Environmental (SHE) Program
MWI 8715.1	Electrical Safety
MWI 8715.2	Lockout/Tagout Program
MWI 8715.3	Hazard Identification & Warning System
MWI 8715.4	Personal Protective Equipment (PPE)
MWI 8715.5	Building Manager Program
MWI 8715.9	Occupational Safety Guidelines for Contractors
MWI 8715.10	Explosives, Propellants, & Pyrotechnics Program
MWI 8715.11	Fire Safety Program
MWI 8715.12	Safety, Health, and Environmental Finding Tracking System (SHEtrak)
MWI 8715.13	Safety Concerns Reporting System (SCRS)
MWI 8715.15	Ground Operations Safety Assessment & Risk Mitigation Program
MPD 8900.1	Medical Operations Responsibilities for Human Space Flight Programs (NOTE: This document only applies to Space Station contracts)

- 15.3 <u>CONTENTS</u>: The contractor's Safety, Health, and Environmental (SHE) Plan shall clearly describe their approach and methods for assuring compliance with the following MSFC SHE core program requirements and the applicable documents listed in 15.2 to the extent specified as applicable to this contracted effort.
  - a. Management leadership and employee involvement:
    - A description of the contractor's policy and managements commitment to (1) provide a safe and healthful workplace for personnel (i.e., employees, customers, and public), (2) protect the property and the environment, and (3) assure compliance with EPA, OSHA, NASA, MSFC MPR 8715.1 and all other MSFC SHE document requirements listed in 15.2 that are applicable to this contracted effort.
    - 2. A description of the techniques implemented by the contractor to assure management and employees are (1) held accountable and fully understand their roles and responsibilities to perform their jobs/tasks in a safe and healthful manner while protecting the environment and (2) these roles and responsibilities are flowed-down to all subcontractors, when applicable.

DRD NO.: 1237SA-001 TITLE: Safety, Health, and Environmental (SHE) Plan **PAGE: 3/4** 

#### DATA PREPARATION INFORMATION (CONTINUED): 15.

A description of the actions taken or the disciplinary program implemented by the contractor when management or employees are discovered not performing their jobs/tasks in a safe and healthful manner or protecting the environment and how these actions are flowed-down to subcontractors, when applicable.

A description of how self evaluations of the contractor's safety, health and environmental program are

performed and documented, and includes the frequency of these self evaluations.

5. Provide the identification, by title, of the individual assigned by the contractor to be responsible for implementing the contractor's SHE program elements and will serve as the day-to-day SHE Point of Contact (POC) for this contracted effort.

6. A description of how the SHE plan is maintained current with contract, NASA and MSFC

requirements, and updated as necessary.

System and worksite analysis: b.

DATA TYPE: 2

A description of how the contractor assures potentially hazardous conditions are identified in the work area and operations (e.g., hazard analysis, safety assessment, risk assessment and employee identified

2. A description of the interrelationship between the applicable MSFC documented programs listed in 15.2 and the OSHA programs that require documented program applicable to this contracted effort

(e.g., Respiratory Protection, Hazard Communication, Confined Space, and Lockout/Tagout).

3. A description of how each contractor supervisor performs and documents monthly safety visits of their assigned work area in accordance with MPR 8715.1 and MWI 8715.12. (NOTE: Onsite safety visits shall be performed once per month per supervisor and documented in the MSFC SSWP.)

Hazard prevention and control:

- A description of how the contractor assures potentially hazardous conditions are controlled in the work area or in an operation. This can include the generation of plans, procedures, and other working documents that clearly identify the hazardous conditions and the necessary cautions taken to mitigate the hazards in accordance with MWI 8715.15. (NOTE: MSFC Safety Branch concurrence is required for all onsite hazardous procedures and MSFC requires these procedures and plans to be reviewed annually.)
- 2. A description of how the contractor assures (1) the procurement, storage, issuance, and use of hazardous chemical and materials is in accordance with MPR 8500.1 and (2) the recycling and disposal of any hazardous waste generated under this contracted effort is in accordance with MWI 8550.1 [NOTE: This can be described in e. environmental compliance if CPR e. is applicable.] [Applicable ONLY to contracts containing potentially hazardous operations defined in the Tailoring Notes or that purchase or use chemicals, or generate hazardous waste)
- 3. A description of the contractor's emergency management program and provide a list of contractor emergency points of contact located onsite in accordance with MPR 1040.3. (NOTE: Onsite contractors may use MPR 1040.3 as their emergency management program.)
- 4. A description of how the contractor assures all mishaps and close calls are investigated to the extent necessary to determine root cause and the reporting requirements are in accordance with MWI 8621.1. (Reference DRD 1237SA-003, Mishap and Safety Statistics Report).
- 5. A description of how the contractor provides safety, health, and environmental services applicable to this contracted effort (e.g., hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, respiratory protection, and hazard communication). (NOTE: Provide a list of all services that are to be provided by MSFC for onsite work.)
- 6. A description of how contractor employees are trained to and given the authority to suspend work where safety, health or environmental conditions warrant such action in accordance with 29 CFR 1903 and MPR 8715.1.

TITLE: Safety, Health, and Environmental (SHE) Plan

DRD NO.: 1237SA-001

PAGE: 4/4

DATA TYPE: 2 PA
15: DATA PREPARATION INFORMATION (CONTINUED):

#### 1 Cofet leads and anxionmental training

Safety, health and environmental training:

- A description of how each contractor employee is (1) trained to recognize hazards, (2) avoid accidents, (3) know the hazards specific to their job, and (4) fully understands the contractor's disciplinary program in accordance with 29 CFR Part 1903, MPR 3410.1, and MPR 8715.1.
- A description of how contractor employee training needs are determined that are specific to the job
  the employee is expected to perform in accordance with 29 CFR Part 1910 and MPR 3410.1.
  (NOTE: Onsite employee training assessments shall be performed using the SHE Training
  Assessment located on the MSFC SSWP.)
- 3. A description of how the contractor provides and documents training for employees that are designated as (1) competent, or (2) qualified, or (3) authorized, or (4) certified to perform operations that require job specific training in accordance with 29 CFR 1910 or 29 CFR 1926. [NOTE: This applies to job categories being performed onsite that do not require a MSFC Safety Certification per MWI 3410.1.]
- 4. Provide a list of operations or job categories performed by the contractor that require a MSFC Safety Certification under this contracted effort in accordance with MWI 3410.1, "Personnel Certification Program." (NOTE: Onsite contractor safety certifications required by MWI 3410.1 shall be tracked in the MSFC Certification Database (CERTRAK).
- e. Environmental compliance A description of how the contractor assures compliance with environmental laws and regulations CFR Title 40 Parts 1-1068, Alabama Department of Environmental Management (ADEM), and MPR 8500.1 under this contracted effort by:
  - 1. Reporting hazardous and toxic substance use in accordance with MWI 8550.5.
  - 2. Implementing and reporting green procurements in accordance with MWI 8540.2.
  - Reducing, reusing, and recycling of hazardous and toxic substances prior to disposal in accordance with MWI 8550.1.
  - 4. Minimizing stormwater pollution in accordance with MWI 8550.2.
  - 5. Ensuring equipment and processes permitted by applicable laws in accordance with MWI 8550.4.
  - Disposing of solid and liquid materials as permitted by applicable laws in accordance with MWI 8550.1.
- 15.4 **FORMAT**: Contractor format is acceptable.
- 15.5 MAINTENANCE: Changes shall be incorporated by change page or complete reissue.

1. **DPD NO.**: 1237

ISSUE: Revision A

2. DRD NO.: 1237SA-003

DATA TYPE: 3

4. DATE REVISED: 06-23-09

5. PAGE: 1/3

6. TITLE: Mishap and Safety Statistics Reports

- DESCRIPTION/USE: To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
- OPR: QD12

9. DM: AS10

10. DISTRIBUTION: Per Contracting Officer's letter

#### 11. INITIAL SUBMISSION:

- a. Safety Statistics for the previous month shall be submitted by the 10th of each month after contract award.
  - Safety statistics are reported using MSFC Form 4371, or an electronic notification system equivalent, or direct input to NASA Incident Reporting Information System (IRIS) database by the contractor designated IRIS representative.
  - Safety statistics reports shall include: contract number, subcontractors, NAISC codes, number of employees, number of supervisors, hours worked, and number of injuries including days away from work and/or first-aide cases.
  - Access to IRIS database can be obtained from the MSFC S&MA IRIS administrator located in the MSFC Industrial Safety Branch (ISB) after contract award.
- b. Initial reporting for ALL mishaps (Type A, B, C and D mishaps and close calls) for ALL contractors working onsite shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but no later than 1 hour of occurrence or awareness by:
  - Direct input through the "SHE Report" located on the Safety, Health & Environmental (SHE) webpage located on "Inside Marshall." On the SHE webpage select the "Mishaps, Questions and Concerns" pulldown menu, then select "Report Mishaps/Close Calls/ Concerns." (At MSFC this is the preferred method of reporting), or
  - 2. Calling the Safety Hotline (256) 544-0046 or 544-HELP (4357), option "safety," or
  - 3. Direct input into the NASA Incident Reporting Information System (IRIS) by the contractor designated IRIS representative.
- c. Initial reporting for Type A and B mishaps and high visibility close calls for contractors working offsite shall be reported to MSFC Industrial Safety Branch (ISB) as soon as possible, but no later than 1 hour of occurrence or awareness by either of the following methods in section b.2 or b.3.
  - If a contractor employee has any type mishap while visiting a MSFC controlled site, they shall report
    immediately to their site sponsor in addition to other reporting requirements.
- d. Initial reporting for Type C and D and low visibility close calls for contractors working offsite shall be reported via the Safety Statistics Report submitted monthly. Follow-up information for these type mishaps and close calls can be requested by MSFC ISB.
- e. Initial reports for all mishaps and close calls shall provide as much information as possible, but at a minimum include the following: location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person's name and phone number in accordance with MWI 8621.1 and NPR 8621.1.
- f. Reporting of a non-work-related fatality or serious injury or illnesses that occur to contractor employee while working onsite shall be within 24 hours of occurrence or awareness of injury by:
  - 1. Notifying the Contracting Officer and MSFC ISB. (For contractors working offsite reporting of a non-work-related injury or illness notification is at the discretion of the family.)
- g. Follow-up reporting for ALL contractors:
  - Type A or B mishaps, or high visibility mishaps or close calls: Follow-up report within 24 hours
    through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC
    ISB.

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1237SA-003

PAGE: 2/3

DATA TYPE: 3
11. INITIAL SUBMISSION (CONTINUED):

- Type C or D mishaps, or non-high visibility close calls: Follow-up report or update within 6 days
  through IRIS entry by the contractor designated IRIS representative, or electronic submittal to MSFC
  ISB.
- 3. Type A, B, and Close Calls with high Type A or B potential Investigation Mishap Board Report: submitted after completion of investigation. Corrective Action Plan submitted upon Endorsing Official approval.

4. All Mishaps: Follow-up Corrective Action Plan/Status 30 days after first mishap.

- h. Safety Concerns, Hazards, and non-reportable mishaps for contractors working onsite shall be reported per MPR 8715.1 and MWI 8715.13.
- 12. SUBMISSION FREQUENCY: Safety Statistics (MSFC Form 4371, IRIS entry, or an equivalent electronic submittal) By the 10th of each month to MSFC ISB. All Mishaps: Monthly Follow-up Corrective Action Plan/Status until corrective actions implemented and closure received by updating record in IRIS data base (preferred) or electronic submittal to MSFC ISB.
- 13. REMARKS:
- INTERRELATIONSHIP: DRD 1237SA-001, Safety, Health, and Environmental (SHE) Plan. PWS paragraph
   2.3j
- 15. DATA PREPARATION INFORMATION:
- 15.1 SCOPE: The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPR 8621.1.
- 15.2 APPLICABLE DOCUMENTS:

NPR 8621.1 NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping

MPR 8715.1 MSFC Safety, Health, and Environmental (SHE) Program
MWI 8621.1 Close Call and Mishap Reporting and Investigation Program

MWI 8715.13 Safety Concerns Reporting System (SCRS)

- 15.3 <u>CONTENTS</u>: The Mishap and Safety Statistics Reports shall contain the information required by NPR 8621.1 and MWI 8621.1.
- 15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:
  - a. MSFC Form 4371, "MSFC Contractor Accident and Safety Statistics."
  - b. Mishap Board Report using the format provided in NPR 8621.1.
  - c. Additional Information Submittal per MWI 8621.1.
- 15.5 **MAINTENANCE**: None required
- 15.6 **DEFINITIONS**: NASA Mishap. An unplanned event that results in at least one of the following:
  - a. Injury to non-NASA personnel, caused by NASA operations.
  - Damage to public or private property (including foreign property), caused by NASA operations or NASAfunded development or research projects.
  - c. Occupational injury or occupational illness to NASA personnel.
  - NASA mission failure before the scheduled completion of the planned primary mission.
  - e. Destruction of, or damage to, NASA property except for a malfunction or failure of component parts that are normally subject to fair wear and tear and have a fixed useful life that is less than the fixed useful life of the complete system or unit of equipment, provided that the following are true: 1) there was adequate preventative maintenance; and 2) the malfunction or failure was the only damage and the sole action is to replace or repair that component.

TITLE: Mishap and Safety Statistics Reports DRD NO.: 1237SA-003

DATA TYPE: 3 PAGE: 3/3

#### 15. DATA PREPARATION INFORMATION (CONTINUED):

<u>Close Call</u>. An event in which there is no injury or only minor injury requiring first aid and/or no equipment/property damage or minor equipment/property damage (less than \$1000), but which possesses a potential to cause a mishap.

High Visibility (Mishaps or Close Calls). Those particular mishaps or close calls, regardless of the amount of property damage or personnel injury, that the Administrator, Chief/OSMA, CD, AA/OIA, or the Center SMA director judges to possess a high degree of programmatic impact or public, media, or political interest including, but not limited to, mishaps and close calls that impact flight hardware, flight software, or completion of critical mission milestones.

Type A Mishap. A mishap resulting in one or more of the following: (1) an occupational injury or illness resulting in a fatality, a permanent total disability, or the hospitalization for inpatient care of 3 or more people within 30 workdays of the mishap; (2) a total direct cost of mission failure and property damage of \$1 million or more; (3) a crewed aircraft hull loss; (4) an occurrence of an unexpected aircraft departure from controlled flight (except high performance jet/test aircraft such as F-15, F-16, F/A-18, T-38, OV-10, and T-34, when engaged in flight test activities).

<u>Type B Mishap</u>. A mishap that caused an occupational injury or illness that resulted in a permanent partial disability, the hospitalization for inpatient care of 1-2 people within 30 workdays of the mishap, or a total direct cost of mission failure and property damage of at least \$250,000 but less than \$1,000,000.

Type C Mishap. A mishap resulting in a nonfatal occupational injury or illness that caused any days away from work, restricted duty, or transfer to another job beyond the day or shift on which it occurred, or a total direct cost of mission failure and property damage of at least \$25,000 but less than \$250,000.

Type D Mishap. A mishap that caused any nonfatal OSHA recordable occupational injury and/or illness that does not meet the definition of a Type C mishap, or a total direct cost of mission failure and property damage of at least \$1,000 but less than \$25,000.

Offsite. A contractor that is not located on a NASA Center or NASA-owned facility.

Onsite. A contractor that is located on a NASA Center or NASA-owned facility.

#### Occupational Health Services Staff Education, Certification and Licensing Requirements

#### **Medical Services**

- (a) The Contractor shall ensure that all personnel assigned and utilized for performance of this contract possess and maintain all licenses, training, registrations, credentials, certifications, and certificates required by NASA Headquarters and MSFC, as well as Federal, State, and local governments. All Board certifications shall be provided by a board certifying entity in the United States.
- (b) The Contractor shall identify, verify and document all certifications, licenses, registrations, and training requirements for each staff position.
- (c) The Contractor shall ensure the Program Manager has, at a minimum, 1) a Bachelor's degree from an accredited college/university, and 2) at least five years experience in managing an occupational medicine and industrial hygiene program.
- (d) It is preferred that the Administrative Manager have: 1) a Bachelor's degree in Business Administration or a related field; 2) at least five years experience in office administration or business management; 3) a medical terminology background; and 4) previous supervisory experience.
- (e) The Contractor shall ensure that the Medical Director: 1) is a graduate of an accredited medical school; 2) is licensed to practice medicine in the State of Alabama; 3) is Board certified in a preventive medicine, occupational medicine and/or a primary care specialty; 4) is certified in Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS); 5) has a current registration from the Drug Enforcement Agency; 5) has at least ten years experience in preventive medicine, occupational medicine, and/or a primary care specialty; and 6) be a Medical Review Officer. In addition, three years experience as the Medical Director of a clinic, practice, or ambulatory care facility is preferred.
- (f) The Contractor shall ensure that all physicians: 1) have graduated from an accredited medical school; 2) are licensed to practice medicine in the State of Alabama; 3) are Board certified in a preventive medicine, occupational medicine and/or a primary care specialty; 4) are certified in Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS); and 5) have a current registration from the Drug Enforcement Agency. In addition, at least five years experience in preventive medicine, occupational medicine, and/or a primary care specialty; and experience in Occupational Medicine and as a Medical Review Officer is preferred.

- (g) The Contractor shall ensure that all nurses: 1) are Registered Nurses; 2) maintain licenses in the State of Alabama; 3) are Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS) certified; and 4) are either Certified Occupational Health Nurse (COHN) (preferred) or have at least three years experience in occupational medicine.
- (h) The Contractor shall ensure that all nurse practitioners: 1) have a Masters of Nursing degree from an accredited school; 2) are a Certified Registered Nurse Practitioner (CRNP); 3) have and maintain a current CRNP license in the State of Alabama; 4) are Basic Cardiac Life Support (BCLS) and Advanced Cardiac Life Support (ACLS) certified; and 5) have at least three years experience as an occupational health nurse (R.N.). A Certified Occupational Health Nurse Specialist (COHN-S) certification is preferred.
- (i) The Contractor shall ensure that the Workman's Compensation Case Manager: 1) is a Registered Nurse with at least three years nursing, case management, and occupational medicine experience; 2) has a Bachelor of Science, Nursing (BSN) from an accredited school: 3) has a certification in Case Management; and 4) has experience in administration of the Federal Employee's Compensation Act. In addition, a Masters of Science in Case Management and/or a Certified Occupational Health Nurse (COHN) is preferred.
- (j) The Contractor shall ensure that all ambulance support personnel: 1) have a current license; 2) are credentialed by the State of Alabama and/or a National Registry Paramedic (EMT III); and 3) certified in BCLS and ACLS.
- (k) The Contractor shall ensure that all Medical and Laboratory Technologists: 1) are graduates of an accredited medical technology program; 2) AMT registered; 3) have completed formal radiology technology training; 4) are ARRT registered; 5) meet all Clinical Laboratory Improvement Amendment (CLIA) requirements for ongoing certification; and 6) have a minimum of five years experience.
- (1) The Contractor shall ensure that appropriate contractor personnel have adequate training and experience performing cardiopulmonary stress testing per the Bruce protocol.
- (m) The Contractor shall ensure that appropriate contractor personnel have the capability to maintain data in Government provided databases and expertise in software/hardware applications.
- (n) The Contractor shall ensure that all personnel who perform audiometric testing are Council in Accreditation for Occupational Hearing Conservation (CAOHC) certified within six months of the effective date of the contract.

#### Industrial Hygiene

- (a) The Contractor shall ensure that all Industrial Hygienists: 1) have a minimum of a Bachelor of Science (B.S.) degree in industrial hygiene or a related area from an accredited university; 2) have at least three years of related experience in industrial hygiene and/or environmental health; 3) and have and maintain HAZWOPER certification. In addition, formal training in industrial hygiene (IH), health physics, toxicology, industrial ventilation, industrial hygiene management, environmental health management, and/or additional related fields is preferred. American Board of Industrial Hygiene Certification (CIH) or eligibility and AHERA certification also preferred.
- (b) The Contractor shall ensure that at least two Industrial Hygienists including the Industrial Hygiene Manager and the Senior Industrial Hygienist have and maintain certification as a Certified Industrial Hygienist (CIH) through the American Board of Industrial Hygiene (ABIH).
- (c) The contractor shall ensure that the Industrial Hygiene Manager: 1) has a minimum of ten years of technical experience in Environmental Health (EH)/Industrial Hygiene (IH); 2) has at least five years in IH program Management; and 3) maintains training in HAZWOPER. In addition, experience in Occupational Health Services (OHS) management systems is preferred.
- (d) The contractor shall ensure the Senior Industrial Hygienist: 1) has a minimum of seven years technical experience in IH and/or Environmental Health; and 2) maintains training in HAZWOPER. In addition, having and maintaining an Asbestos Hazard Emergency Response Act (AHERA) certification is preferred.
- (e) The contractor shall ensure that appropriate contractor personnel serve as the Respirator Program Administrator.
- (f) The Contractor shall ensure that appropriate contractor personnel maintain certification as an Asbestos Hazard Emergency Response Act (AHERA) Inspector under the AHERA model accreditation as required by EPA.
- (g) The Contractor shall ensure that appropriate contractor personnel can perform onsite Polarized Light Microscopy (PLM) and Phase Contrast Microscopy (PCM) asbestos analysis. For PCM analysis completion of the NIOSH 582 "Sampling and Evaluation of Airborne Asbestos Dust" course is required. For PLM analysis completion of the "McCrone Microscopical Identification of Asbestos" or equivalent is required.

#### **Health Physics**

(a) The Contractor shall ensure that the Senior Health Physicist: 1) has a B.S. degree from an accredited university/college in Engineering, Physics, Mathematics, Chemistry, Physical or Biological Sciences, IH, or other related field; 2) has at least five years of directly related experience in health physics field/radiation (ionizing and nonionizing) safety; 3) has appropriate training and experience to serve as a Laser Safety Officer; and 4) has and maintains HAZWOPER certification. In addition, certification or eligibility by the National Registry of Radiation Protection Technologist (NRRPT) or CHP is preferred. Formal training in health physics, radiation safety, laser safety, or other related fields is also preferred.

#### Respiratory

(a) The Contractor shall ensure that all Respiratory Service technicians have experience and adequate training in qualitative and quantitative fit testing and respiratory protection equipment maintenance and repair.

AMENDME	ENT OF SELICITATION/MODIFIC	ATION JONTRACT		1. CONTRACT ID CODE	PAGE 1	OF PAGES
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	UISITION/PURCHASE REQ. NO.	5. PROJEC	NO. (If applicable)
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		11. THIS ITEM ONLY APP	LIES TO AMENDM	ENTS OF SOLICITATIONS		
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	B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	T/ORDER IS MODIFIED TO F IN ITEM 14, PURSUANT TO	REFLECT THE AD THE AUTHORITY	MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).	in paying offic	θ,
No.	C. THIS SUPPLEMENTAL AGREEMEN	IS ENTERED INTO PURSU/	ANT TO AUTHORI	TY OF:		
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15B. CONTRA	CTOR/OFFEROR	15C. DATE SI	IGNED 168	NITED STATES OF AMERICA		16C, DATE SIGNED
mu	(Signature of person authorized to sign)	_  7.13.	09 18	(Signature of Contracting Officer)	i	JUL 1 4 2009
	Torgettere or person authorized to digity	g k		( Designation of Contracting Contract)	1907	

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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CONTINUATION SHEET	NNM09AA03C/0000	07	2	2

NAME OF OFFEROR OR CONTRACTOR HPM_CORP

TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Page H-1.				
	B. The modifications made above are reflected in				
	total on the changes pages enclosed herein. In				
	order to reflect these changes made, the pages	i	1 1		
	listed below are hereby deleted from, or added		1 1		
	to, Contract NNM09AA03C. A vertical change bar		1 1		
	is included in the right margin in the specific		1 1		
	area of change.				
	Description Description				
	Page(s) Deleted Page(s) Added H-1 H-1				
	n-1 n-1				
	C. Contractor's Statement of Release				
	In consideration of the modification(s) agreed to				
	herein as complete equitable adjustment for all		1 1		
	claims arising out of or attributable to the		1 1		
	issuance of the contract change(s) and/or				
	contractor proposal(s) listed below, the				
	contractor hereby releases the Government from			1	
	any and all liability under this contract for				
	further equitable adjustments attributable to such facts or circumstances giving rise to said			1	
	contract change(s) and/or contractor proposal(s)				
	and for such additional obligations as may be			-	
	required by this modification.				
	Contract Change Identification Contractor Pron				
	Contract Change Identification Contractor Prop.				
	10.			}	
	NNM009AA03C Modification 7 N/A				
	D. All other terms and conditions remain			1	
	unchanged and in full force and effect.				
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	LIST OF CHANGES:				
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#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H. 1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

NUMBER TITLE DATE

None included by reference.

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE <u>NUMBER</u>	TITLE	<u>DATE</u>
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.242-72	Observance of Legal Holidays (Alternate I)	AUG 1992
1852.242-72	Observance of Legal Holidays (Alternate II)	OCT 2000
	(End of Clause)	

#### H.2 1852.216-80 TASK ORDERING PROCEDURE (ALTERNATE I) (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 30 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	<b>)</b>	age of	PAGES
2 AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REG	LUISITION/PURCHASE REQ. NO.	5. PRO	JECT NO.	(If applicable)
000008	11/01/2009	4200	316980			
	` <del>````````````````````````````````````</del>	7 Abi	MINISTERED BY (If other than item 6)	CODE	MSFC	
NASA/Marshall Space Flight C Procurement Office Marshall Space Flight Center			A/Marshall Space Flight shall Space Flight Cente			. Z
8. NAME AND ADDRESS OF CONTRACTOR (No., street	l, county, State and ZIP Code)	(x) 9A.	AMENDMENT OF SOLICITATION NO.	·····	······	
HPM CORP						
2625 W ENTIAT AVE		98	DATED (SEE ITEM 11)			
KENNEWICK WA 99336-3078						
		x 104 NX	MODIFICATION OF CONTRACT/ORDER NO MODIFICATION OF CONTRACT/ORDER NO	<b>5</b> .	·····	The second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon
		106	D. DATED (SEE ITEM 13)			
CODE 1WHJ8	FACILITY CODE	{	0/09/2008			
3. 75 6 5 4 4 4	T1. THIS ITEM ONLY APPLIES TO A				***************************************	
The above numbered solicitation is amended as set for Offers must acknowledge receipt of this amendment pitems 8 and 15, and returning cop separate letter or tategram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF Countries of this amendment, you desire to change an offer reference to the solicitation and this amendment, and	rior to the hour and date specified in the pies of the amendment; (b) By acknowled to the solicitation and amendment numb OFFERS PRIOR TO THE HOUR AND Dural raiready submitted, such change may be	sclicitatio tging rec ters. FAI ATE SPE e made b	on or as amended, by one of the following meth eight of this amendment on each copy of the offic LURE OF YOUR ACKNOWLEDGEMENT TO I CIFIED MAY RESULT IN REJECTION OF YO y tellegram or letter, provided each telegram or	ods: (a) ir submit IE RECE UR OFF	By comple ted; or (c) SIVED AT ER. If by	ting
12 ACCOUNTING AND APPROPRIATION DATA (# req See Schedule				00,0	00.00	<del></del>
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ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH	TIORDER IS MODIFIED TO REPLECT IN ITEM 14, PURSUANT TO THE AUTI	THE AC	MNISTRATIVE CHANGES (such as changes in OF FAR 43.103(b)	paying	office,	
C. THIS SUPPLEMENTAL AGREEMEN					***************************************	
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D. CTHER (Specify type of modification	and aumony;					
E. IMPORTANT: Contractor Dis not	E is required to sign this document and	i return	3 copies to the issuing	office		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (			* .	•	Dow: -	d of
A. The purpose of this modif Performance from October 31,			•			
Contract Value is increased i			2010. Thus the Total	IVIE,	n chil	(2)
provide incremental funding t		_/	funds obligated by \$30	0.00	0 fro	
\$3,277,672 to \$3,577,672 (3)			· · · · · · · · · · · · · · · · · · ·			
Date of Revision 08/15/2009 a						•
reference.	-					
. Total NTE Lump Su	m Total Funds					
. Contract Value	Obligated					
Previous Amt. (b)(4)	\$3,277,672					
Continued						
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	document referenced in Item BA or 10A,	as herei	cfore Changed, remains unchanged and in full	orce and	1 effect.	manipagaga ^{a (}
and a Malle MA	ager, + Admin	1	ME AND TITLE OF CONTRACTING OFFICE Y B Craig	₩ (Туре	or print)	
158. CONTRACTOR/OFFEROR	15C. DATE SIGNED		INTER STATES OF AMERICA	~	tec i	DATE SIGNED
(Signature of person outbarned to sign)	2 10-27-09	12	JULY DE Confronting Officer)		11	1-30-0
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NAME OF OFFEROR OR CONTRACTOR

EM NO	SUPPLIES/SERVICE	55	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)		(C)	(D)	(E)	(F)
	This Mod (b)(4)	\$ 300,000	<b></b>			<del> </del>
	Revised Amt.	\$3,577,672			İ	
	The anticipated funded through	date is November				
	30, 2009.					
	Accordingly, the following cha	nges are made:		***************************************		
	B. Section B, Page B-2 is her	oby doloted in it's			}	
	entirety and replaced with the	*				
	Section F, Page F-1, is here					
	entirety and replaced with the		ļ			
	Section H, Page H-6 and H-7, a	<del>-</del>				
	in their entirety and replaced	with the updated				
	Pages H-6 and H-7					
	Section I, Page I-2 is hereby	deleted in it!s				
	entirety and replaced with the					
	C. The modifications made above	e are reflected in				
	total on the changes pages enc.					
	order to reflect these changes					
	listed below are hereby deleted					
	to, Contract NNM09AA03C. A ve	<del>-</del>				
	is included in the right margin	n in the specific				
	area of change.					
	Page(s) Deleted	Page(s) Added				
	B-2(Basic)	B-2 (Mod 8)				
	F-1(Basic)	F-1 (Mod 8)				
	H-6(Mod 7)	H-6(Mod 8)				
	H-7(Mod 7)	H-7(Mod 8)				
	I-2(Basic)	I-2 (Mod 8)				
	N/A	J-6-10 thru				
	J-6-19					
	D. Contractor's Statement of Re	elease		-		
	In consideration of the modific	estion(s) served to				
	herein as complete equitable ac					
	claims arising out of or attrib	-				
	issuance of the contract change				İ	
	contractor proposal(s) listed h					
	contractor hereby releases the	Government from				
	any and all liability under thi					
	further equitable adjustments a		I			
	such facts or circumstances giv	ring rise to said				
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CONTINUATION SHEET	NNM09AA03C/000008	3	3

NAME OF OFFEROR OR CONTRACTOR

TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	contract change(s) and/or contractor proposal(s),	<u> </u>			······································
	and for such additional obligations as may be				
	required by this modification.				
	Contract Change Identification Contractor Prop.				
	No.				
	NNM009AA03C Modification 8 N/A			]	
	NNMOUSAAUSC MODIFICACION 0 N/A				
	E. All other terms and conditions remain			****	
	unchanged and in full force and effect.				
	LIST OF CHANGES:				
	Period Of Performance End Date changed from				
	31-OCT-09 to 31-OCT-10				
	m ( ) n     fam ()   manual ()			***	
	Total Amount for this Award: (h)(4) Obligated Amount for this Modification:				
	\$300,000.00	i			
	Incremental Funded Amount changed: from				
	\$3,277,672.00 to \$3,577,672.00				
	Incrementally Funded through date of 11/30/2009				
	is added				
	Exercised option				
	ACCOUNTING AND APPROPRIATION DATA:				
	Account code:				
	62AS50/6100.2560/62/FC000000/736466.04.02.08.03/00				
	0/2560/62/CASX22010D/361N/1/2				
	Cost Center 62AS50				
	GI Account 6100.2560				
	Order FC000000				
	Amount: \$100,000.00				
	Account code:				
	62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/				
	1/000/2560/62/CASX22010D/361N/1/43				
	Cost Center 62AS10				
	GI Account 6100.2560				
	Order FC000000				
	Amount: \$200,000.00				
		İ			
			-		

#### B. IDIQ Work

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

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

#### NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

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

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

PERIOD COVERED	PRICE
11/01/08-10/31/10	\$6,638,900

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

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

#### SECTION F - DELIVERIES OR PERFORMANCE

#### F. 1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause <u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Clause

Number <u>Title</u> <u>Date</u>

None included by reference.

(End of Clause)

#### F.2 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at MSFC, surrounding areas within a 50 mile radius, other areas identified in the PWS, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

#### F.3 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract shall be from November 1, 2008 through October 31, 2010.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Option No	Period of Performance
1	November 1, 2009 – October 31, 2010
2	November 1, 2010 – October 31, 2011
3	November 1, 2011 – October 31, 2012
4	November 1, 2012 – October 31, 2013

(End of clause)

#### 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$3,577,672 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 Amounts TBD

(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 **November 30, 2009**.
- (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

52.222-21 52.222-26	Prohibition of Segregated Facilities Equal Opportunity	FEB 1999 MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEPT 2006
52.222-41	Service Contract Act of 1965	NOV 2007
52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)	NOV 2006
52.222-50	Combating Trafficking In Persons	AUG 2007
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	<b>DEC 2007</b>
52.223-16	IEEE 1680 Standard for the Environmental	DEC 2007
	Assessment of Personal Computer Products	
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR1984
52.225-1	Buy American Act-Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice of Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data-General	DEC 2007
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	OCT 2003
52.233-1	Disputes (Alternate I)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

Attachment J-6 NNM09AA03C

WD 05-2008 (Rev.-9) was first posted on www.wdol.gov on 06/03/2008

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REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2008

Shirley F. Ebbesen Division of

Director Wage Determinations

Revision No.: 9 Date Of Revision: 05/29/2008

MINIMUM WAGE RATE

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

**Fringe Benefits Required Follow the Occupational Listing**

# OCCUPATION CODE - TITLE

#### 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 13.47 01012 - Accounting Clerk II 01013 - Accounting Clerk III 14.65 16.77 01020 - Administrative Assistant 21.27 01040 - Court Reporter 17.16 01051 - Data Entry Operator I 11.95 01052 - Data Entry Operator II 13.89 01060 - Dispatcher, Motor Vehicle 16.31 01070 - Document Preparation Clerk 12.47 01090 - Duplicating Machine Operator 12.47 01111 - General Clerk I 10.80 01112 - General Clerk II 11.78 01113 - General Clerk III 13.86 01120 - Housing Referral Assistant 19.14 01141 - Messenger Courier 9.49 01191 - Order Clerk I 11.51 01192 - Order Clerk II 15.27 01261 - Personnel Assistant (Employment) I 13.69 01262 - Personnel Assistant (Employment) II 15.31 01263 - Personnel Assistant (Employment) III 17.06 01270 - Production Control Clerk 19.18 01280 - Receptionist 11.02 01290 - Rental Clerk 11.79 01300 - Scheduler, Maintenance 01311 - Secretary I 01312 - Secretary II 15.32 15.32 17.16 01313 - Secretary III 19.14 01320 - Service Order Dispatcher 13.83 01410 - Supply Technician 21.27 01420 - Survey Worker 16.81 01531 - Travel Clerk I 10.26 01532 - Travel Clerk II 10.86 01533 - Travel Clerk III 11.58 01611 - Word Processor I 13.12 01612 - Word Processor II 14.73 01613 - Word Processor III 16.48 05000 - Automotive Service Occupations 05005 - Automobile Body Repairer, Fiberglass 17.50 05010 - Automotive Electrician 16.73

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Acco	definere 5 5	
	- Automotive Glass Installer	15.94
05040	- Automotive Worker	15.94
05070	- Mobile Equipment Servicer	14.45
05110	- Motor Equipment Metal Mechanic	17,50
05130	- Motor Equipment Metal Worker	15.94
05160	- Motor Vehicle Mechanic	15.98
02130	- Motor Vehicle Mechanic Helper	12.52
05220	- Motor Vehicle Upholstery Worker	15.22
05250	- Motor Vehicle Wrecker	15.94
05200	- Painter, Automotive	15.28
05340	- Radiator Repair Specialist	15.94
05370	- Tire Repairer	12.75 17.50
05400	- mransmission Repair Specialist	17.50
07000 -	Food Preparation And Service Occupations	10.84
07010	- Baker	9.14
07041	- Cook I	10.27
07042	- Cook II	7.57
07070	- Dishwasher	8.09
	- Food Service Worker	14.21
07210	- Meat Cutter	6.82
07260	- Waiter/Waitress	0.02
09000 -	Furniture Maintenance And Repair Occupations	17.56
09 <b>0</b> 10	- Electrostatic Spray Painter	13.94
09040	- Furniture Handler	17.56
09080	- Furniture Refinisher	14.41
09090	- Furniture Refinisher Helper	15.98
09110	- Furniture Repairer, Minor	17.56
09130	- Upholsterer General Services And Support Occupations	
11000 -	- Cleaner, Vehicles	9.28
11030	- Elevator Operator	8.58
	- Gardener	12.11
11122	- Housekeeping Aide	8.62
	- Janitor	8.58
11210	- Laborer, Grounds Maintenance	10.00
11240	- Maid or Houseman	7.70
	- Pruner	9.28
11270	- Tractor Operator	12.08
11330	- Trail Maintenance Worker	10.00 9.06
11360	- Window Cleaner	3,00
12000 -	Health Occupations	14.41
12010	- Ambulance Driver	14.71
12011	- Breath Alcohol Technician	20.35
12012	- Certified Occupational Therapist Assistant	2 <b>0</b> .35
12015	- Certified Physical Therapist Assistant	13.91
12020	- Dental Assistant	20.44
12025	- Dental Hygienist	23.24
12030	- EKG Technician - Electroneurodiagnostic Technologist	23.24
12035	- Emergency Medical Technician	14.41
12040	- Licensed Practical Nurse I	14.07
12071	- Licensed Practical Nurse II	15.81
12072	- Licensed Practical Nurse III	17.71
	- Medical Assistant	10.79
12170	- Medical Laboratory Technician	14.02
12160	- Medical Record Clerk	11.28
12190	- Medical Record Technician	13.60
12195	- Medical Transcriptionist	12.65
12210	- Nuclear Medicine Technologist	30.65
12221	- Nursing Assistant I	9.43
12222	- Nursing Assistant II	10.61
12223	- Nursing Assistant III	11.57
12224	- Nursing Assistant IV	12.99

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		NNM09AA0
Atta	achment J-6	
		13.68
12235	- Optical Dispenser	10.38
12236	- Optical Technician	12.62
12250	- Pharmacy Technician	12.99
12280	- Phlebotomist	23.95
12305	- Radiologic Technologist	22.94
123 <b>1</b> 1	- Registered Nurse I	28.08
12312	- Registered Nurse II	28.08
12313	- Registered Nurse II, Specialist	33.97
12314	- Registered Nurse III	33.97
12315	- Registered Nurse III, Anesthetist	40.70
12316	- Registered Nurse IV	19.01
12317	- Scheduler (Drug and Alcohol Testing)	
<b>130</b> 00 -	Information And Arts Occupations	19.07
13011	- Exhibits Specialist I	23.35
13012	- Exhibits Specialist II	28.38
13013	- Exhibits Specialist III	19.07
13041	- Illustrator I	23.35
13042	- Illustrator II	28.38
13043	- Illustrator III	24.50
13047	- Librarian	13.17
13050	- Library Aide/Clerk - Library Information Technology Systems Administrator	22.12
13054	- Library Technician	14.67
13058	- Media Specialist I	15.97
13061	- Media Specialist II	17.87
13064	- Media Specialist III	19.92
13063	- Photographer I	14.72
13071	- Photographer II	17.00
13072	- Photographer III	20.36
13073	- Photographer IV	24.89
13074	- Photographer V	30.21
13110	- Video Teleconference Technician	15.97
14000 -	Information Technology Occupations	
14041	- Computer Operator I	14.73
14042	- Computer Operator II	19.13
14043	- Computer Operator III	20.49
14044	- Computer Operator IV	26.16
14045	- Computer Operator V	27.62 25.00
14071	- Computer Programmer I (1)	23.00
14072	- Computer Programmer II (1)	
14073	- Computer Programmer III (1)	
14074	- Computer Programmer IV (1)	
14101	- Computer Systems Analyst I (1)	
14102	- Computer Systems Analyst II (1)	
14103	- Computer Systems Analyst III (1)	14.73
14150	- Peripheral Equipment Operator	26.16
14160	- Personal Computer Support Technician	20.24
15000 -	Instructional Occupations	29.35
15010	- Aircrew Training Devices Instructor (Non-Rated)	35.52
15020	- Aircrew Training Devices Instructor (Rated) - Air Crew Training Devices Instructor (Pilot)	36.76
15030	- Computer Based Training Specialist / Instructor	30.38
15050	- Computer Based Training Specialist / Instituted	27.38
15060	- Educational Technologist	36.76
15070	- Flight Instructor (Pilot)	21.00
15080	- Graphic Artist - Technical Instructor	18.91
15090	- Technical Instructor/Course Developer	23.11
15095	- Test Proctor	17.16
		17.16
15120	- Tutor Laundry, Dry-Cleaning, Pressing And Related Occupations	
T0000 -	- Assembler	7.74
	- Assembler - Counter Attendant	7.74
	- Dry Cleaner	9.73
T0040	DI, Trainer	

NNM09AA03C

Attachment J-6 NNM09AA03C

16070 - Finisher, Flatwork, Machine	7.74
16090 - Presser, Hand	7.74
16110 - Presser, Machine, Drycleaning	7.74
16130 - Presser, Machine, Shirts	7.74
16160 - Presser, Machine, Wearing Apparel, Laundry	7.74
16190 - Sewing Machine Operator	10.27
16220 - Tailor	10.78
16250 - Washer, Machine	8.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.04
19040 - Tool And Die Maker	25.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.29
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	11.02
21150 - Stock Clerk	14.95
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist 23000 - Mechanics And Maintenance And Repair Occupations	14.82
23010 - Mechanics and Maintenance and Repair Occupations 23010 - Aerospace Structural Welder	10 774
23010 - Aerospace Structural Welder 23021 - Aircraft Mechanic I	18.74 22.24
23022 - Aircraft Mechanic II	
23022 - Alicial Mechanic II	23.35 24.52
23040 - Aircraft Mechanic Helper	
23050 - Aircraft, Painter	17.44
23060 - Aircraft Servicer	19.32
23080 - Aircraft Worker	19.34 20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17.56
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	17.93
23182 - Electronics Technician Maintenance II	25.55
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16.54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16.43
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	19.34
23382 - Ground Support Equipment Worker	20.27
23391 - Gunsmith I	14.48
23392 - Gunsmith II	15.97
23393 - Gunsmith III	17.51
23410 - Heating, Ventilation & Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation & Air Conditioning Mechanic (R&D Facility)	19.30
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	15.88
23470 - Laborer	11.36
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.32

Attachment J-6 NNM09AA03C

23550 - Machinist, Maintenance	18.05
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23 <b>5</b> 92 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	19.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	18.90
23810 - Plumber, Maintenance	18.06
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Rigger	18.79
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.38
23910 - Small Engine Mechanic	16.75
23931 - Telecommunications Mechanic I	18.38
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.7 <b>9</b>
23970 - Woodcraft Worker	18.7 <b>9</b>
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	10.43
24570 - Child Care Attendant	7.78
24580 - Child Care Center Clerk	9.71
24610 - Chore Aide	8.42
24620 - Family Readiness And Support Services Coordinator	
24630 - Homemaker	12.43 12.32
25000 - Plant And System Operations Occupations	12.32
25010 - Boiler Tender	10.06
25040 - Sewage Plant Operator	18.86
÷	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17. <b>5</b> 6
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.98
27007 - Baggage Inspector	10.74
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.74
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.22
28042 - Carnival Equipment Repairer	9.68
28043 - Carnival Equpment Worker	7.64
28210 - Gate Attendant/Gate Tender	12.85
28310 - Lifeguard	11.10
28350 - Park Attendant (Aide)	14.38
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	14.83
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.70
29020 - Hatch Tender	17.70
29030 - Line Handler	17.70
29041 - Stevedore I	16.90
29042 - Stevedore II	18.56

Attachment J-6 NNM09AA03C

30000 -	Technical Occupations	34,27
30010	- Air Traffic Control Specialist, Center (HFO) (2)	23.64
30011	- Air Traffic Control Specialist, Station (HFO) (2)	26.03
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	17.26
30021	- Archeological Technician I	19.32
30022	- Archeological Technician II	23.94
30023	- Archeological Technician III	24.23
30030	- Cartographic Technician - Civil Engineering Technician	20.75
30040	- Drafter/CAD Operator I	17.26
30061	- Drafter/CAD Operator II	19.55
30062	- Drafter/CAD Operator III	20.50
30063	- Drafter/CAD Operator IV	25.23
10004	- Engineering Technician I	14.53
30001	- Engineering Technician II	17,48
30082	- Engineering Technician III	21.00
30084	- Engineering Technician IV	28.62
30085	- Engineering Technician V	33.81
30086	- Engineering Technician VI	40.89 22.19
30090	- Environmental Technician	18.92
30210	- Laboratory Technician	24.23
30240	- Mathematical Technician	16.85
30361	- Paralegal/Legal Assistant I	20.89
30362	- paralegal/Legal Assistant II	25.55
30363	- Paralegal/Legal Assistant III	30.92
30364	- Paralegal/Legal Assistant IV	24.23
30390	- Photo-Optics Technician	20.96
30461	- Technical Writer I	25.62
30462	- Technical Writer II	30.71
30463	- Technical Writer III	21.78
30491	- Unexploded Ordnance (UXO) Technician I - Unexploded Ordnance (UXO) Technician II	26.35
30492	- Unexploded Ordnance (UXO) Technician III	31.59
30493	- Unexploded (UXO) Safety Escort	21.78
20405	Unorploded (UXO) Sweep Personnel	21.78
30493	- Weather Observer, Combined Upper Air Or Surface Programs (3)	20.50
20621	- Weather Observer, Senior (3)	22.74
3 <b>1</b> 00 <b>0</b> -	Transportation/Mobile Equipment Operation Occupations	. 74
31020	- Bus Aide	9.74 12.67
31030	- Bus Driver	12.67
31043	- Driver Courier	13.02
31260	n	0.16
21200	- Parking and Lot Attendant	9.1 <b>9</b> 14.77
	- Shuttle Bus Driver	14.77
31310	- Shuttle Bus Driver - Taxi Driver	14.77 9.91
31310 31361	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light	14.77
31310 31361 31362	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium	14.77 9.91 14.77
31310 31361 31362 31363	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy	14.77 9.91 14.77 16.55
31310 31361 31362 31363 31364	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer	14.77 9.91 14.77 16.55 16.83
31310 31361 31362 31363 31364 <b>99</b> 00 <b>0 -</b>	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations	14.77 9.91 14.77 16.55 16.83
31310 31361 31362 31363 31364 <b>99</b> 00 <b>0</b> -	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier	14.77 9.91 14.77 16.55 16.83 16.83
31310 31361 31362 31363 31364 <b>99</b> 000 - 99030 99050	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13
31310 31361 31362 31363 31364 <b>99</b> 000 - 99030 99050 99095	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61
31310 31361 31362 31363 31364 <b>99</b> 000 - 99030 99050 99095	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46
31310 31361 31362 31363 31364 99000 - 99030 99050 99095 99251 99252 99310	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13
31310 31361 31362 31363 31364 99000 - 99030 99050 99055 99251 99252 99310 99410	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10
31310 31361 31362 31363 31364 99000 - 99030 99050 99095 99251 99252 99310 99410 99510	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06
31310 31361 31362 31363 31364 99000 - 99050 99055 99251 99252 99310 99410 99510	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker - Recycling Laborer	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06 14.15
31310 31361 31362 31363 31364 99000 - 99050 99055 99251 99252 99310 99410 99510 99710	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker - Recycling Laborer - Recycling Specialist	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06 14.15 16.26
31310 31361 31362 31363 31364 99000 - 99050 99055 99251 99252 99310 99410 99510 99711 99730	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker - Recycling Laborer - Recycling Specialist - Refuse Collector	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06 14.15 16.26 12.79
31310 31361 31362 31363 31364 99000 - 99050 99055 99251 99252 99310 99410 99510 99711 99730 99810	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker - Recycling Laborer - Recycling Specialist - Refuse Collector - Sales Clerk	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06 14.15 16.26 12.79 10.45
31310 31361 31362 31363 31364 99000 - 99050 99055 99251 99252 99310 99410 99510 99711 99730 99810 99820	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker - Recycling Laborer - Recycling Specialist - Refuse Collector - Sales Clerk - School Crossing Guard	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06 14.15 16.26 12.79 10.45 12.33
31310 31361 31362 31363 31364 99000 - 99050 99055 99251 99252 99310 99410 99510 99711 99730 99810 99820	- Shuttle Bus Driver - Taxi Driver - Truckdriver, Light - Truckdriver, Medium - Truckdriver, Heavy - Truckdriver, Tractor-Trailer Miscellaneous Occupations - Cashier - Desk Clerk - Embalmer - Laboratory Animal Caretaker I - Laboratory Animal Caretaker II - Mortician - Pest Controller - Photofinishing Worker - Recycling Laborer - Recycling Specialist - Refuse Collector - Sales Clerk	14.77 9.91 14.77 16.55 16.83 16.83 9.27 7.22 21.13 8.61 13.46 21.13 12.10 11.06 14.15 16.26 12.79 10.45

99831 - Surveying Aide	9.79
99832 - Surveying Technician	13.40
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

## THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### ** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

**NOTE:** These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### ** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

## REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}. When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2008 (Rev.-12) was first posted on www.wdol.gov on 08/25/2009

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of Director Wage Determination No.: 2005-2008

Revision No.: 12

Date Of Revision: 08/15/2009

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

**Fringe Benefits Required Follow the Occupational Listing**	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.95
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
01112 - General Clerk II	11.78
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	9,49
01191 - Order Clerk I	11.51
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	13.93
01262 - Personnel Assistant (Employment) II	15.59
01263 - Personnel Assistant (Employment) III	17.38
01270 - Production Control Clerk	19.18
01280 - Receptionist	11.02
01290 - Rental Clerk	11.79
01300 - Scheduler, Maintenance	15.32
01311 - Secretary I	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	10.64
01532 - Travel Clerk II	11.26
01533 - Travel Clerk III	12.01
01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.50
05010 - Automotive Electrician	17.94
05040 - Automotive Glass Installer	17,10
05070 - Automotive Worker	17.10

05110 - Mobile Equipment Servicer	15.50
05130 - Motor Equipment Metal Mechanic	18.77
05160 - Motor Equipment Metal Worker	17.10
05190 - Motor Vehicle Mechanic	17.14
05220 - Motor Vehicle Mechanic Helper	13.43
05250 - Motor Vehicle Upholstery Worker	16.32
05280 - Motor Vehicle Wrecker	17.10
05310 - Painter, Automotive	16.39
05340 - Radiator Repair Specialist	17.10
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	18.77
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.84
07041 - Cook I	9.14
07042 - Cook II	10.27
07070 - Dishwasher	7.57
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	9.44
11090 - Gardener	12.11
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	7.88
11260 - Pruner	9.28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	9.97
12000 - Health Occupations	
12010 - Ambulance Driver	14.41
12011 - Breath Alcohol Technician	14.71
12012 - Certified Occupational Therapist Assistant	21.24
12015 - Certified Physical Therapist Assistant	21.24
12020 - Dental Assistant	15.30
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45
12040 - Emergency Medical Technician	14.41
12071 - Licensed Practical Nurse I	14.07
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.71
12100 - Medical Assistant	11.87
12130 - Medical Laboratory Technician	14.07
12160 - Medical Record Clerk	12.41
12190 - Medical Record Technician	14.96
12195 - Medical Transcriptionist	13.03
12210 - Nuclear Medicine Technologist	30.65
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.57
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.05
12236 - Optical Technician	11.42

10050	- Pharmacy Technician		13.36
12250	- Phlebotomist		12.99
12280	- Radiologic Technologist		23.95
12311	- Registered Nurse I		22.94
12312	- Registered Nurse II		28.08 28.08
12313	- Registered Nurse II, Specialist		33.97
12314	- Registered Nurse III		33.97
12315	- Registered Nurse III, Anesthetist		40.70
12316	- Registered Nurse IV		19.18
12317	- Scheduler (Drug and Alcohol Testing)		
13000 -	Information And Arts Occupations		19.07
13011	- Exhibits Specialist I		23.50
13012	- Exhibits Specialist II		28.73
13013	- Exhibits Specialist III		19.07
13041	- Illustrator I - Illustrator II		23.50
13042	- Illustrator III		28.73
	- Librarian		26.02
13047	- Library Aide/Clerk		14.49
13050	- Library Information Technology Systems		23.50
	strator		10 14
13058	- Library Technician		16.14
13061	- Media Specialist I		16.95 18.97
13062	- Media Specialist II		21.15
13063	- Media Specialist III		14.72
13071	- Photographer I		17.00
	- Photographer II		20.36
	- Photographer III		24.89
	- Photographer IV		30.21
13075	- Photographer V		16.95
13110	- Video Teleconference Technician		
14000 -	Information Technology Occupations		14.73
14041	- Computer Operator I - Computer Operator II		19.13
14042	- Computer Operator III		20.49
14043	- Computer Operator IV		26.16
14045	- Computer Operator V		
14071	- Computer Programmer I	(see 1)	25.00
14072	- Computer Programmer II	(see 1)	
14073	- Computer Programmer III	(see 1)	
14074	- Computer Programmer IV	(see 1)	
14101	- Computer Systems Analyst I	(see 1)	
14102	- Computer Systems Analyst II	(see 1)	
14103	- Computer Systems Analyst III	(Bee I)	14.73
14150	- Peripheral Equipment Operator		26.16
14160	- Personal Computer Support Technician		
15000 ~	Instructional Occupations - Aircrew Training Devices Instructor (Non-Rated)		29.35
15010	- Aircrew Training Devices Instructor (Rated)		35.52
15020	- Air Crew Training Devices Instructor (Pilot)		36.76
15050	- Computer Based Training Specialist / Instructor		30.38
15060	- Educational Technologist		30.12
15070	- Flight Instructor (Pilot)		36.76
15080	- Graphic Artist		21.00
15090	- Technical Instructor		18.91
15095	- Technical Instructor/Course Developer		23.11
	- Test Proctor		17.16 17.16
15120	- Tutor	1.2	17.10
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occup	ations	7.98
16010	- Assembler		7.98
	- Counter Attendant		10.03
16040	- Dry Cleaner		7.98
16070	- Finisher, Flatwork, Machine		

16000	- Presser, Hand	7.98
16110	- Presser, Machine, Drycleaning	7.98
16130	- presser, Machine, Shirts	7.98 7.98
16160	- Presser, Machine, Wearing Apparel, Laundry	10.60
16190	- Sewing Machine Operator	11.18
16220	- Tailor	8.65
16250	- Washer, Machine	0.00
19000 -	Machine Tool Operation And Repair Occupations	22.22
19010	- Machine-Tool Operator (Tool Room)	27.11
19040	- Tool And Die Maker	2,144
21000 -	Materials Handling And Packing Occupations	14.82
21020	- Forklift Operator	19.18
21030	- Material Coordinator	19.18
21040	- Material Expediter	10.29
21050	- Material Handling Laborer	10.87
21071	- Order Filler	14.82
21080	- Production Line Worker (Food Processing)	12.98
21110	- Shipping Packer	12.98
21130	- Shipping/Receiving Clerk	11.36
21140	- Store Worker I - Stock Clerk	15.41
21150	- Stock Cierk - Tools And Parts Attendant	14.82
21210	- Warehouse Specialist	14.82
21410	Mechanics And Maintenance And Repair Occupations	
23000 -	- Aerospace Structural Welder	20.61
23010	- Aircraft Mechanic I	22.24
23021	- Aircraft Mechanic II	23.35
23022	- Aircraft Mechanic III	24.52
23040	- Aircraft Mechanic Helper	17.44
23050	- Aircraft, Painter	19.32 19.34
23060	- Aircraft Servicer	20.27
23080	- Aircraft Worker	18.04
23110	- Appliance Mechanic	14.66
23120	- Bicycle Repairer	19.76
23125	- Cable Splicer	17.56
23130	- Carpenter, Maintenance	17.29
23140	- Carpet Layer	23.21
23160	- Electrician, Maintenance	18.65
23181	Electronics Technician Maintenance I	25.55
23182	- Electronics Technician Maintenance II - Electronics Technician Maintenance III	26.62
		16.54
23260	- Fabric Worker - Fire Alarm System Mechanic	18.79
23290	- Fire Extinguisher Repairer	15.72
23310	- Fuel Distribution System Mechanic	18.79
23311	- Fuel Distribution System Operator	16.80
23312	- General Maintenance Worker	16.43
23370	- Ground Support Equipment Mechanic	22.24
23381	- Ground Support Equipment Servicer	19.34
23382	- Ground Support Equipment Worker	20.27
23391	- Gunsmith I	15.12
	- Gunsmith II	16.67
23393	- Gunsmith III	18.38
23410	- Heating, Ventilation And Air-Conditioning	18.38
Mechai	nic	19.30
23411	- Heating, Ventilation And Air Contditioning	19.30
Mechai	nic (Research Facility)	20.22
23430	- Heavy Equipment Mechanic	17.87
23440	- Heavy Equipment Operator	22.82
23460	- Instrument Mechanic	17.58
23465	- Laboratory/Shelter Mechanic	11.36
	- Laborer	18.04
23510	- Locksmith	

23530 - Machinery Maintenance Mechanic	23.32
23550 - Machinist, Maintenance	18.59
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80 24.74
23593 - Metrology Technician III	18.79
23640 - Millwright	21.83
23710 - Office Appliance Repairer	17.56
23760 - Painter, Maintenance	18.90
23790 - Pipefitter, Maintenance	18.06
23810 - Plumber, Maintenance	18.79
23820 - Pneudraulic Systems Mechanic	18.79
23850 - Riqger	17,29
23870 - Scale Mechanic	18.38
23890 - Sheet-Metal Worker, Maintenance	16.75
23910 - Small Engine Mechanic	18,89
23931 - Telecommunications Mechanic I	20,21
23932 - Telecommunications Mechanic II	19.60
23950 - Telephone Lineman	18.38
23960 - Welder, Combination, Maintenance	18.79
23965 - Well Driller	18.79
23970 - Woodcraft Worker	16.43
23980 - Woodworker	
24000 - Personal Needs Occupations	8.56
24570 - Child Care Attendant	10.68
24580 - Child Care Center Clerk	9.26
24610 - Chore Aide 24620 - Family Readiness And Support Services	12.61
Coordinator 24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25010 - Boller Pointer 25040 - Sewage Plant Operator	18.07
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.57
27007 - Baggage Inspector	10.85
27008 - Corrections Officer	15.28 16.82
27010 - Court Security Officer	
27030 - Detection Dog Handler	13.55 15.28
27040 - Detention Officer	16.82
27070 - Firefighter	10.85
27101 - Guard I	13.55
27102 - Guard II	18,35
27131 - Police Officer I	20.41
27132 - Police Officer II	20.11
28000 - Recreation Occupations	9.52
28041 - Carnival Equipment Operator	10.00
28042 - Carnival Equipment Repairer	7.89
28043 - Carnival Equpment Worker	13.76
28210 - Gate Attendant/Gate Tender	12.21
28310 - Lifeguard	15.40
28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant	11.24
28510 - Recreation Arde/heaten ractify Accordance	16.31
28515 - Recreation Specialist	12.26
28630 - Sports Official 28690 - Swimming Pool Operator	15.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Stevedoring/Longshoremen Occupacional Services 29010 - Blocker And Bracer	17.70
29010 - BIOCKET AND BIACEL 29020 - Hatch Tender	17.70
29020 - Hatch Tender 29030 - Line Handler	17.70
52020 - Pine nanater	

29041 - Stevedore I	16.90
29042 - Stevedore II	18.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.65
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.58
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.07
30021 - Archeological Technician I	17.26
30022 - Archeological Technician II	19.32
30023 - Archeological Technician III	23.94
30030 - Cartographic Technician	24.23
30040 - Civil Engineering Technician	22.83
30061 - Drafter/CAD Operator I	17.26
30062 - Drafter/CAD Operator II	19.55
30063 - Drafter/CAD Operator III	21.11
30064 - Drafter/CAD Operator IV	25.97
30081 - Engineering Technician I	14.53
30082 - Engineering Technician II	17.48
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V 30086 - Engineering Technician VI	33.81 40.89
30090 - Environmental Technician	23.45
30210 - Laboratory Technician	18.92
30210 - Mabbiacory Technician 30240 - Mathematical Technician	24.23
30361 - Paralegal/Legal Assistant I	18.54
30362 - Paralegal/Legal Assistant II	22.98
30363 - Paralegal/Legal Assistant III	28.11
30364 - Paralegal/Legal Assistant IV	34.01
30390 - Photo-Optics Technician	24.23
30461 - Technical Writer I	20.96
30462 - Technical Writer II	25.63
30463 - Technical Writer III	31.02
30491 - Unexploded Ordnance (UXO) Technician I	22.65
30492 - Unexploded Ordnance (UXO) Technician II	27.41
30493 - Unexploded Ordnance (UXO) Technician III	32.85
30494 - Unexploded (UXO) Safety Escort	22.65
30495 - Unexploded (UXO) Sweep Personnel	22.65
30620 - Weather Observer, Combined Upper Air Or (see 3)	21.11
Surface Programs	
30621 - Weather Observer, Senior (see 3)	23.45
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	13.94
31043 - Driver Courier 31260 - Parking and Lot Attendant	14.96
31290 - Parking and bot Attendant 31290 - Shuttle Bus Driver	10.11
31310 - Taxi Driver	16.25
31361 - Truckdriver, Light	10.90
31362 - Truckdriver, Medium	16.25
31363 - Truckdriver, Heavy	16.82
31364 - Truckdriver, Tractor-Trailer	17.62 17.62
99000 - Miscellaneous Occupations	17.02
99030 - Cashier	9.30
99050 - Desk Clerk	7.94
99095 - Embalmer	22.65
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	22.65
99410 - Pest Controller	12.65
99510 - Photofinishing Worker	11.90
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79

99810 - Sales Clerk	11.50
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.48
99831 - Surveying Aide	10.77
99832 - Surveying Technician	14.74
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	14.48
99842 - Vending Machine Repairer Helper	12.64

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

#### THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
  - (2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### ** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION	UMODIFICA	TION OF C	ONTRA	CT		t. Contrac	T ID CODE		P	AGE O	F PAGES	
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM09AA03C/000009	2	3

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
)	(B)	(C)	(D)	(E)	(F)
	The anticipated funded through date is January				
	15, 2010.				
	Accordingly, the following changes are made:				
	Section H, Page H-6 and H-7, are hereby deleted				
	in their entirety and replaced with the updated				
	Pages H-6 and H-7.				
	rageo II o and Ir /.				
	Section H, Page H-8 is hereby deleted and				
	replaced with the updated page H-8.				
ļ					
	B. The modifications made above are reflected in	]		***	
ļ	total on the changes pages enclosed herein. In				
	order to reflect these changes made, the pages			ļ	
ı	listed below are hereby deleted from, cr added			i	
	to, Contract NNM09AA03C. A vertical change bar				
	is included in the right margin in the specific area of change.				
- 1	area or Change.				
	Page(s) Deleted Page(s) Added				
			- 1		
1	H-6 (Mod 8) $H-6 (Mod 9)$				
	H-7 (Mod 8) H-7 (Mod 9)				
	N/A H-8 (Mod 9)				
ĺ	C. Contractor's Statement of Release				
1				<b> </b>	
ı	In consideration of the modification(s) agreed to				
ļ	herein as complete equitable adjustment for all		-		
	claims arising out of or attributable to the				
1	issuance of the contract change(s) and/or				
	contractor proposal(s) listed below, the				
	contractor hereby releases the Government from			İ	
	any and all liability under this contract for	l	l		
	further equitable adjustments attributable to				
	such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s),			######################################	
	and for such additional obligations as may be	1	-		
	required by this modification.			İ	
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	Contract Change Identification Contractor Prop.				
- 1	No.				
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	NNM009AA03C Modification 9 N/A	ļ		İ	
	D. All other terms and conditions remain	ļ		-	
	unchanged and in full force and effect.				
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NAME OF OFFEROR OR CONTRACTOR

NO.	SUPPLIES/SERVICES	QUANTITY	Y UNIT	UNIT PRICE	AMOUNT
1)	(B)	(C)	(D)	(E)	(F)
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	TTOM OF OUTVOIR				
	LIST OF CHANGES:				
	Obligated Amount for this Modification:				
	\$450,000.00	<b> </b>	1 1		
	New Total Obligated Amount for this Award:	]	1 1		
	\$4,027,672.00		1		
	Incremental Funded Amount changed: from				
	\$3,577,672.00 to \$4,027,672.00				
	CHANGES FOR LINE ITEM NUMBER: 3		l İ		
	Obligated Amount for this modification:		1		
	\$450,000.00				
	Incremental Funded Amount changed from				
	\$300,000.00 to \$750,000.00				
	Incrementally Funded through date changed from				
	11/30/2009 to 01/15/2010				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	62AS50/6100.2560/62/FC000000/736466.04.02.08.03/00				
l	0/2560/62/CASX22010D/361N/1/2				
	Cost Center 62AS50				
	GI Account 6100.2560				
ı	Order FC000000				
	Quantity: 0				
1	Amount: \$100,000.00				
İ	Percent: 2.9751				
	Subject To Funding:				
1	Payment Address:				
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	62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/		] ]		
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- 1	GI Account 6100.2560				
	Order FC000000	İ	1		
•	Quantity: 0				
ı	Amount: \$350,000.00				
	Percent: 10.41286				
	Subject To Funding:				
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### 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of <u>\$4,027,672</u> 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

Amounts TBD

(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 **January 15, 2010**.
- (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

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

### H.7 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Key Personnel:	(b)(4)

(End of Clause)

#### H.8 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

## H.9 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (AUG 2005)

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any

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ENNEWICK WA 99336-3078					
		× 10A NND	MODIFICATION OF CONTRACT/ORDE	R NO.	
		10B.	DATED (SEE ITEM 13)		
CODE 1WHJ8	FACILITY CODE	10	/09/2008		
	11. THIS ITEM ONLY APPLI	ES TO AMENDME	NTS OF SOLICITATIONS		
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13. THIS ITEM ONLY APPLIES	TO MODIFICATION OF CONTRACTS	ORDERS. IT MOD	IFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN IT	EM 14.
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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. t0-83) Prescribed by GSA FAR (48 CFR) 53,243 
 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE 0F 2 4

NAME OF OFFEROR OR CONTRACTOR

HPM	CORP
	CORE

NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUN!
)	(B)	(C)	(D)	(E)	(F)
	Accordingly, the following changes are made:				
	Accordingly, the following changes are made.				
	Section H, Page H-6 and H-7, are hereby deleted				
	in their entirety and replaced with the updated			İ	
	Pages H-6 and H-7.				
	B. The modifications made above are reflected in				
	total on the changes pages enclosed herein. In				
	order to reflect these changes made, the pages				
	listed below are hereby deleted from, or added				
	to, Contract NNM09AA03C. A vertical change bar			Ì	
	is included in the right margin in the specific			To the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second se	
	area of change.				
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	· · ·				
	C. Contractor's Statement of Release				
	In consideration of the modification(s) agreed to			j	
	herein as complete equitable adjustment for all				
	claims arising out of or attributable to the				
	issuance of the contract change(s) and/or				
	contractor proposal(s) listed below, the				
	contractor hereby releases the Government from			ŀ	
	any and all liability under this contract for				
	further equitable adjustments attributable to				
	such facts or circumstances giving rise to said			j	
	contract change(s) and/or contractor proposal(s), and for such additional obligations as may be				
	required by this modification.				
	Contract Change Identification Contractor Prop.			-	
	No.				
	NNM009AA03C Modification 10 N/A				
	D. All other terms and conditions remain				
	unchanged and in full force and effect.			and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s	
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	Obligated Amount for this Modification:				
	\$1,750,000.00				
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NAME OF OFFEROR OR CONTRACTOR

HPM CORP	CORP
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M NO.	SUPPLIES/SERVICES	QUANTITY	1	UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	New Total Obligated Amount for this Award:				
	\$5,777,672.00				
	Incremental Funded Amount changed: from				
	\$4,027,672.00 to \$5,777,672.00				
	CHANGES FOR LINE ITEM NUMBER: 3		]		
	Obligated Amount for this modification:				
	\$1,750,000.00	ĺ			
	Incremental Funded Amount changed from				
	\$750,000.00 to \$2,500,000.00	ļ			
	Incrementally Funded through date changed from				
	01/15/2010 to 07/28/2010				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	62AS50/6100.2560/62/FC000000/736466.04.02.08.03/00				
	0/2560/62/CASX22010D/361N/1/2	Ì			
	Cost Center 62AS50				
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		ļ			
	Order FC000000				
	Quantity: 0	ļ			
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	Cost Center 62AS10				
	GI Account 6100.2560				
	Order FC000000				
	Quantity: 0				
	Amount: \$1,325,000.00				
	Percent: 39.42012				
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## H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$5,777,672 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:

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(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 <u>July 28, 2010</u>.
- (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

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

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

# G.10 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 2009)

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

contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

- (c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.
- (d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1/3, "Contractor Employee Clearance Document," when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.
- (e) Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

## **G.11 JOINT INVENTORY**

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

of those items of equipment turned over to the Government for disposal during the course of performing the contract. At contract termination, the Contractor shall return all Contractor replaced equipment for which title was vested in the Government. Such property shall be in the same or better condition as when originally made available except for normal wear and tear.

(d) The Government will make available to the successor the residual Governmentowned inventory of the supplies and materials utilized during the previous contract period. During the joint inventory, the contractor shall identify those items desired for use on this contract and a cost adjustment to the contract value will be negotiated.

(End of Clause)

### G.12 CAPITAL ASSET RECOGNITION

The contractor shall be required in accordance with NASA Interim Directive NID-9250, dated September 30, 2007, to track, report, and separately identify capital assets on the contractor's invoice. In accordance with NFS 1852.245-70, contractors must obtain approval from the Contracting Officer prior to purchasing or beginning fabrication of any Plant Property and Equipment (PP&E) with an anticipated total acquisition cost greater than \$100,000 that is not specifically identified in their contract. PP&E is defined as tangible assets, including land, that meet the following criteria: (1) have estimated useful lives of 2 years or more, (2) are not intended for sale in the ordinary course of operations, and (3) have been acquired or constructed with the intention of being used or being available for use by the entity.

(End of Clause)

#### G.13 CONSIDERATION AND PAYMENT

A. Lump Sum (Firm Fixed Price) Work - The Contractor shall be paid for the work called for in Attachment J-1, identified as Lump Sum work, as set forth in Clause B.3.A. Payment for completed Lump Sum work, minus any deductions made pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E, shall be made monthly upon submission of Contractor's properly certified invoices. The Contractor shall submit a monthly Self-Evaluation of Performance (See Clause E.5). Deductions for nonconforming work shall be taken on a monthly basis from the Contractor's invoice. The Contractor's Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

B. IDIQ Work – The Contracting Officer (CO) will issue Task Orders for services to be performed under IDIQ work (in accordance with Clause H.2). The Contractor shall be paid for the effort as ordered and satisfactorily completed, upon submission of properly certified invoices, containing Contract Number, MSFC Delivery Order number, services provided, and dates/periods covered minus any deductions made pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E. The Contractor's Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work. All charges

for IDIQ work shall be invoiced the first week of the month following the month in which such charges were accrued.

C. Lump Sum Work and IDIQ Work charges shall be tracked separately and invoiced separately. Separate invoices for Lump Sum Work and IDIQ Work shall be submitted in triplicate to:

NASA Shared Services Center - FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529

An information copy shall be furnished to the following:

NASA/MSFC Attn: Allen Elliott/AS10 MSFC, AL 35812

AND

NASA/MSFC Attn: Sherry K. Fenn/PS33 MSFC, AL 35812

D. Satisfactory performance of service and delivery of items for the Lump Sum portion as well as the IDIQ portion, as called for in this contract, shall be certified by the COTR or his/her designee, and provided to the Contracting Officer.

(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 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$6,337,672 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 Amounts TBD

Date TBD

(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, 2010**.
- (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

## B. <u>IDIQ Work</u>

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

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

#### NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

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

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

PERIOD COVERED	PRICE
11/01/08-10/31/10	\$6,613,413

B. In the event this contract is renewed by exercise of the options pursuant to 1.8, the PWS for the additional periods shall be that defined in Attachment J-1 of this contract. The total estimated amount applicable to each option period is set forth below:

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

#### B.3.B TOTAL POTENTIAL CONTRACT VALUE

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

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

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

(End of clause)

#### **B.4** METHOD OF DEDUCTIONS

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

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES		
					1	2
2. AMENDME	ENT/MODIFICATION NO.	3. EFFECTIVE DATE	10000 0000 0000 0000 0000 0000 0000 00	QUISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
000012		See Block 16C	N/A			
6. ISSUED BY	Y CODE	MSFC	7. AD	MINISTERED BY (If other than Item 6)	CODE	FC
Procure	arshall Jpace Flight ( ement Office .l Space Flight Center		Mai Att	A/Marshall Space Flig 1 Code PS33 n: Jane L. Thomas shall Space Flight Ce		
8. NAME AND	D ADDRESS OF CONTRACTOR (No., stree	t, county, State and ZIP Code)	(x) ⁹ /	, AMENDMENT OF SOLICITATION NO.		
	ENTIAT AVE CK WA 99336-3078		96	. DATED (SEE ITEM 11)		
				A. MODIFICATION OF CONTRACT/ORDE NM09AA03C	R NO.	
			10	B. DATED (SEE ITEM 13)		<u> </u>
CODE 1W	VHJ8	FACILITY CODE	1	0/09/2008		
2	3 - 3 - 3 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -	11. THIS ITEM ONLY APPLIES	TO AMENDI	MENTS OF SOLICITATIONS		
12. ACCOUNT	<u> </u>	ODIFICATION OF CONTRACTS/OR		ODIFIES THE CONTRACT/ORDER NO. AS		
	20 et 65/3 VACO Contractive and a value project conditions:			MINISTRATIVE CHANGES (such as chang OF FAR 43.103(b).	19 - 74 - 144 - 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a 200 a	
	C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO PURSUANT 1	TO AUTHOR	ITY OF:		
х	Nutual Agreement					
	D. OTHER (Specify type of modification	and authority)				
	2 2 2					
E. IMPORTAN	IT. Contractor is not	x is required to sign this documer	nt and return	2 copies to the iss	uino office	
	TION OF AMENDMENT/MODIFICATION	538202 25 2507				
	pose of this modifica					TY OF
	OR THE NEXT FISCAL YE.					
	flacting the addition					Jage
1-2/ rei	ricting the addition	is attached with	sideba	rs snowing this addit.	ion.	
	vided herein, all terms and conditions of th	e document referenced in Item 9A o				NEW COLUMN CO.
15A. NAME A	ND TITLE OF SIGNER (Type or print)	Contra	<b>达</b> 16A.	NAME AND TITLE OF CONTRACTING O	FFICER (Type or p	onnt)
aur	a Mills Mani	ager + Adn	lin She	erry K Fenn		
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNE	D 16B.	UNITED STATES OF AMERICA		16C. DATE SIGNED
gai	(Sign ature of person authorized to sign)	9.2.10	ح (	Signature of Contracting Officer)	<u> </u>	9-2-10

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

- This modification incorporates the clause 52.232-19 entitled "Availability of Funds for the Next Fiscal Year" into the contract.
- 2. The clause 52.232-19 in paragraph 1 of this modification applies to the entire contract.
- 3. Attached with this modification is a slip sheet to Page I-27 reflecting the addition of clause 52.232-19 to the contract.
- 4. All other terms and conditions remain unchanged and in full force and effect.

Specific areas of change on the attached pages are noted by a vertical line in the right hand margin

entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

#### I.25 <u>52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)</u>

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE	PAGE OF PAGES		
				1	2		
2. AMENDMENT: MODIFICATION NO.	3. EFFECTIVE DATE		QUISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)		
000013	See Block 16C	. ~	359907				
6. ISSUED BY CODE	MSFC	7. AD	MINISTERED BY (If other than Item 6)	CODE	FC		
NASA/Marshall Space Flight	Center		A/Marshall Space Fligh	t Center			
Procurement Office			1 Code PS33				
Marshall Space Flight Cente	r AL 35812	A GROSS CONTRACT	n: Jane L. Thomas		-010		
		Har	shall Space Flight Cen	ter AL 3	0812		
8. NAME AND ADDRESS OF CONTRACTOR (No., street	el, county, State and ZIP Code)	(x) 9A	AMENDMENT OF SOLICITATION NO.		# · · · · · · · · · · · · · · · · · · ·		
		(**)					
HPM CORP		g _B	. DATED (SEE ITEM 11)				
2625 W ENTIAT AVE RENNEWICK WA 99336-3078			. 2711 23 (322 17 211) 179				
KENNEWICK W. 53.055 3070							
			A. MODIFICATION OF CONTRACT/ORDER NM 0 9 A A 0 3 C	NO.			
		10	B. DATED (SEE ITEM 13)				
CODE 1WHJ9	FACILITY CODE	$ \mid$ $\mid$ ₁	0/09/2008				
1,11100	11. THIS ITEM ONLY APPLIES						
The above numbered solicitation is amended as set		- II for - John Stromer - Cook		tended,  is n	st outondod		
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an off to the solicitation and this amendment, and is receive	FOFFERS PRIOR TO THE HOUR AN fer already submitted, such change ma ed prior to the opening hour and date s	D DATE SP ay be made	ECIFIED MAY RESULT IN REJECTION OF by telegram or letter, provided each telegram	YOUR OFFER. I	f by eference		
2. ACCOUNTING AND APPROPRIATION DATA (If re See Schedule	equired) N	Jet Inc	rease:	\$275,741.	00		
	MODIFICATION OF CONTRACTS/OR	DERS. IT M	ODIFIES THE CONTRACT/ORDER NO. AS D	DESCRIBED IN IT	EM 14.		
2004 200 February Co. F. Anniews Merchal Company Company Control (1904 1905)	and to study and the study are sell interested to the Mark Control of the Art Control of the Art Control of the		articus property. Takes the recording edge of the reconstruction of the property of the property of the property.	AL DESPENDING THE STAND STATE	(100) 1 (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100) (100		
A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority)	THE CHANG	GES SET FORTH IN ITEM 14 ARE MADE IN	THE CONTRAC	T		
B. THE ABOVE NUMBERED CONTRA optropriation date, etc.) SET FORT	CT/ORDER IS MODIFIED TO REFLE 'H IN ITEM 14, PURSUANT TO THE /	ECT THE AD AUTHORITY	MINISTRATIVE CHANGES (such as change OF FAR 43.103(b).	es in paying office	,		
C. THIS SUPPLEMENTAL AGREEMEN	NT IS ENTERED INTO PURSUANT T	O AUTHOR	ITY OF:				
Claude d. 5 - NES 1852.233	2-77 LIMITATION OF FUNDS	S (FIXED	-PRICE CONTRACT) (HAR 1989)				
D. OTHER (Specify type of modification	n and authority)						
E. IMPORTANT: Contractor X is not,	is required to sign this document	t and return	copies to the issu	ing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section heading:	s, including s	solicitation/contract subject matter where fea-	sible.)			
. The purpose of this modi	fication is to:						
a) Increase funding in the	amount of \$275,74	1. Pu	rsuant to NASA FAR Cla	use 1852.	232-77		
imitation of Funds (Fixed-E	Price Contract), the	e Tota	l Funds Allotted is ch	anged fro	om		
6,337,672 to \$6,613,413.	the funds will prov	ide co	ntinued coverage throu	gh Octobe	er 31,		
010.							
b) Delete MSFC Clause 52.2	223-93, ADVANCED NO	TIFICA'	TION OF CONTRACTOR EMP	LOYEE DIS	CIPLINE		
R INVOLUNTARY TERMINATION	(FEB 2008) and repl	ace wi	th MSFC Clause 52.223-	95, PREVE	INTION OF		
ND RESPONSE TO THREATENING	PERMITTER SCHWILLIGHE CHOINING ALLEGEDING						
			2 (1100 2010)		4		
ontinued							
Except as provided herein, all terms and conditions of t	he document referenced in Item 9A or	r 10A, as her	etofore changed, remains unchanged and in	full force and effe	ect.		
5A. NAME AND TITLE OF SIGNER (Type or print)	199		NAME AND TITLE OF CONTRACTING OFF				
		Sho	erry K Fenn				
IED CONTRACTOR/OFFEROR	IAEO BATE OLGANI			r	ACC DATE CIONES		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168.1	UNITED STATES OF AMERICA		16C. DATE SIGNED		
	2 may 44	1	then to ten		10/5/10		
(Signature of person authorized to sign) NSN 7540-01-152-8070			(Signature of Aracting Officer)	STANDARD FOR	M 30 (REV. 10-83)		
Previous edition unusable				Prescribed by GS			

STANDARD FORM 30 (F Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION OUTST	REFERENCE NO	JOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	NNH09AA03C/	000013	2	2

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	2. The following paragraph(s) have been				
	modified. Slip-sheets to the contract are		1 1		
	provided with sidebars indicating change.			1	
	· · · · · · · · · · · · · · · · · · ·				
	*H.6 NFS 1852.232-77) LIMITATION OF FUNDS				
	(FIXED-PRICE CONTRACT) (MAR 1989)		1 1		
	*H.11 MSFC Clause 52.223-95, PREVENTION OF AND		1 1		
	RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE		1 1		
	(AUG 2010)		1 1		
			1 1	Í	
	3. All other terms and conditions remain		]		
	unchanged.		1		
, i	LIST OF CHANGES:		1 1		
	Reason for Modification : Funding Only Action		1 1		
	Obligated Amount for this Modification:	[			
	\$275,711.00	ĺ			
	New Total Obligated Amount for this Award:		1 1	i i	
9	\$6,613,113.00				
	Incremental Funded Amount changed: from				
	\$6,337,672.00 to \$6,613,413.00				
	W. L		i I		
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/				
	1/000/2550/62/CASX12011D/361N/1/2				
	Cost Center 62AS10				
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	Order FC000000		1		
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	Marshall Space Flight Center AL 35812				
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## H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$6,613,413 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

Amounts TBD

(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 October 31, 2010.
- (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

# H.11 MSFC 52.223-95 PREVENTION OF AN RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010)

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of Clause)

# H.12 MSFC 52.223-94 SAFETY PERFORMANCE EVALUATION, EVALUATION CRITERIA, AND PERFORMANCE RECOGNITION (FEB 2008)

#### SAFETY PERFORMANCE EVALUATION

1. CONTRACTOR RESPONSIBILITY. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct an annual self-evaluation based on these criteria. The Contracting Officer (CO)/ Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. EVALUATION CRITERIA. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-3 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CON	TRACT	CONTRACT ID CODE		OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DAT	TE 4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
000014	11/01/2010	4200	359907		
6. ISSUED BY CODE	MSFC		IINISTERED BY (If other than Item 6)	CODE MS	FC
NASA/Marshall Space Flight C Procurement Office Marshall Space Flight Center		Mail Attr	A/Marshall Space Flig Code PS33 : Jane L. Thomas Shall Space Flight Ce		5812
B. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and ZIP	Code) (x) 9A.	AMENDMENT OF SOLICITATION NO.		
		(x)			
IPM CORP		g _B	DATED (SEE ITEM 11)		
2625 W ENTIAT AVE KENNEWICK WA 99336-3078			DATES (OLETTEM TT)		
ENNEWICK WA 99330 3070					
			MODIFICATION OF CONTRACT/ORDE M09AA03C	ER NO.	
			D. T. T. D. (0.5.5 (T. T. L. (1.5))		
CODE	EACH ITY CODE		DATED (SEE ITEM 13)		
CODE 1WHJ8	FACILITY CODE		0/09/2008		
The above numbered solicitation is amended as set fo		NLY APPLIES TO AMENDM			
THE PLACE DESIGNATED FOR THE RECEIPT OF ( virtue of this amendment you desire to change an offe to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (If req	r already submitted, a prior to the opening	such change may be made b	y telegram or letter, provided each telegra		reference
See Schedule	,	Net Inc.	rease.	7312,073.	.00
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CO	ONTRACTS/ORDERS. IT MO	DIFIES THE CONTRACT/ORDER NO. AS	S DESCRIBED IN IT	ΓEM 14.
CHECK ONE  A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH			ES SET FORTH IN ITEM 14 ARE MADE		
C. THIS SUPPLEMENTAL AGREEMEN  X FAR Clause 52.217-9					
X FAR Clause 52.217-9 ( D. OTHER (Specify type of modification	=	DACCING CINC TCTI	- Concluded		
D. O. M. E. C. (Opposity type of mountainer	and dainemy)				
E. IMPORTANT: Contractor 🗵 is not,	is required to sign	an this document and return	copies to the is	suina office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION					
1. The purpose(s) of this ma	-		·	ŕ	
(a) Exercise Option 2 to export to export the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of th	Total NTE 1	Lump Sum Contra	act value is increase portion for Option P	ed in the a	amount of s also
(b) Increase funding in the NASA FAR Clause 1852.232-77, funded through date is Decemble Continued  Except as provided herein, all terms and conditions of the	Limitation per 3, 2010	n of Funds (Fix	ed-Price Contract. T	he antici	pated
15A. NAME AND TITLE OF SIGNER (Type or print)			NAME AND TITLE OF CONTRACTING C		
		Har	ry B Craig		
15B. CONTRACTOR/OFFEROR	150		INITED STATES OF AMERICA		16C. DATE SIGNED
		100.0			3.3.1.2
(Signature of person authorized to sign)		—	(Signature of Contracting Officer)		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM09AA03C/000014

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(c) Incorporate Wage Determination 2005-2008 (Rev 14) dated June 15, 2010.				
	2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.				
	B.2 GENERAL B.3.A TOTAL FIRM FIXED PRICE (LUMP SUM) F.3 PERIOD OF PERFORMANCE H.6 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989) J.6 Wage Determination 2005-2008 (Rev 14) (June 15, 2010)				
	3. All other terms and conditions remain unchanged. Accounting Info: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12011D/361N/1/2 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: CASX12011D Functional Area: 361N FOB: Destination				
007	IDIQ - Base & Options 1-2 Obligated Amount: \$0.00				
008	IDIQ - Option Year 3 Amount: \$1,500,000.00(Option Line Item)				
009	IDIQ - Option Year 4 Amount: \$1,500,000.00(Option Line Item)				





#### B. IDIQ Work

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

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

#### NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

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

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

PERIOD COVERED	PRICE
11/01/08-10/31/11	\$10,078,438
Base Period 11/1/08 – 10/31/09	\$ 3,277,672

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

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





#### SECTION F - DELIVERIES OR PERFORMANCE

#### F. 1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

#### 1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Number	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52,247-34	F.O.B. Destination	NOV 1991

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Clause

231

Number <u>Title</u> <u>Date</u>

None included by reference.

(End of Clause)

## F.2 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at MSFC, surrounding areas within a 50 mile radius, other areas identified in the PWS, and at such other locations as may be approved in writing by the Contracting Officer.

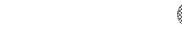
(End of Clause)

#### F.3 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract shall be from November 1, 2008 through October 31, 2011.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Option No	Period of Performance
1	November 1, 2009 – October 31, 2010
2	November 1, 2010 – October 31, 2011
3	November 1, 2011 – October 31, 2012
4	November 1, 2012 – October 31, 2013

(End of clause)



### 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, (echnical 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$6,926,088 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** Amounts **TBD** 

(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 3, 2010**.
- (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



Attachment J-6



The Country (Rev.-14) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION by direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Wage Determination No.: 2005-2008

Shirley F. Ebbesen Division of Revision No.: 14

Pirector Wage Determinations | Date Of Revision: 06/15/2010

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston Tennersee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

**Fringe Benefits Required Follow the Occupational Listing**	
CCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 Administrative Support And Clerical Occupations	
010:1 - Accounting Clerk I	13.47
0101a - Accounting Clerk II	14.65
Accounting Clerk III	16.77
UI020 - Administrative Assistant	21.27
01040 Court Reporter	17.16
olub Data Entry Operator I	11.95
NASA - Data Entry Operator II	13.89
/1900 - Dispatcher, Motor Vehicle	16.31
(1676 - Document Preparation Clerk	12.47
01490 Duplicating Machine Operator	12.47
01111 - General Clerk I	10.80
31112 - General Clerk II	11.78
0883 General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
v1141 Messenger Courier	9.49
0119: - Order Clerk I	11.51
31192 Order Clerk II	15.27
0126] - Personnel Assistant (Employment) I	13.93
01362 - Personnel Assistant (Employment) II	15.59
01263 - Personnel Assistant (Employment) III	17.38
DESTO - Production Control Clerk	19.18
NN90 Receptionist	11.02
01.90 Rental Clerk	11.79
01300 Scheduler, Maintenance	15.32
.::::: Secretary I	15.32
Main Secretary II	17.16
1.315 Secretary III	19.14
NR Service Order Dispatcher	13.83
NATURE Supply Technician	21.27
01420 - Survey Worker	16.81
'N: Travel Clerk I	10.64
i kuka Travel Clerk II	11.26
:: Sir Cravel Clerk III	12.01



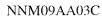
# Attachment J-6 NNM09AA03C

	· Word Processor I	13.12
	Word Processor II	14.73
	Word Processor III	16.48
	Automotive Service Occupations	
	Automobile Body Repairer, Fiberglass	17.50
	- Automotive Electrician	17.94
	Automotive Glass Installer	17.10
	Automotive Worker	17.10
	Mobile Equipment Servicer	15,50
	Motor Equipment Metal Mechanic	18.77
	· Motor Equipment Metal Worker	17.10
,-<>51	110 0 0 1 7 7 7 1 2 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	17.14
	Motor Vehicle Mechanic Helper	13.43
	Motor Vehicle Upholstery Worker	16.32
	Motor Vehicle Wrecker	17.10
	Painter, Automotive	16.39
	Radiator Repair Specialist	17.10
	- Tire Repairer	12.75
	Transmission Repair Specialist	18.77
	Food Preparation And Service Occupations	10.01
	Baker	10.84
	Cock I	9.14
	Cook II	10.27
	Dishwasher	7.57
	- Food Service Worker	8.09
	Meat Cutter	14.21
	Waiter/Waitress	7.50
	Furniture Maintenance And Repair Occupations	1 ÷ F.C
	Electrostatic Spray Painter	17.56
	Furniture Handler	13.94 17.56
	Furniture Refinisher Furniture Refinisher Helper	14.41
	Furniture Repairer, Minor	15.98
	- Upholsterer	13.96
	General Services And Support Occupations	17.30
	Cleaner, Vehicles	9.80
	- Elevator Operator	9.44
	Ardener	12.11
	Housekeeping Aide	9.44
	A 1/*	9.44
		10.00
1.040	Maid or Houseman	7.88
. 15. 79	Pruner	9.28
13,17 -		12.08
. 540	Trail Maintenance Worker	10.00
11300	Window Cleaner	9.97
.3000	Health Occupations	
1.13.3	Ambulance Driver	14.41
		14.71
.25.3		21.24
.2		21.24
18126	Dental Assistant	15.30
	· Dental Hygienist	22.48
	KKG Technician	23.45
	Alectroneurodiagnostic Technologist	23.45



# Attachment J-6 NNM09AA03C

	Emergency Medical Technician		14.41
	· Dicensed Practical Nurse I		14.07
	· Licensed Practical Nurse II		15.81
	Licensed Practical Nurse III		17.71
	Medical Assistant		11.87
	Medical Laboratory Technician		14.07
* , *			12.41
	Medical Record Technician		14.96
	Medical Transcriptionist		13.03
	Inclear Medicine Technologist		30.65
			9.43
	· Hursing Assistant II		10.61
	Mursing Assistant III		11.57
	Nursing Assistant IV		12.99
1111131	Optical Dispenser		15.05
	Optical Technician		11.42
10050	Pharmacy Technician		13.36
10020	Phlebotomist		12.99
:03:36	Radiologic Technologist		23.95
	Registered Nurse I		22.94
177 : 133	Registered Nurse II		28.08
12323	· Registered Nurse II, Specialist		28.08
	Ragistered Nurse III		33.97
1.17	Registered Nurse III, Anesthetist		33.97
2	Registered Nurse IV		40.70
,	Scheduler (Drug and Alcohol Testing)		19.18
	Emormation And Arts Occupations		
( )	Exhibits Specialist I		19.07
2.2.1	exhibite Specialist II		23.50
	Exhibits Specialist III		28.73
	Cilustrator I		19.07
7 7 7 7 7	Illustrator II		23.50
. 3 1	Illustrator III		28.73
3 47	Librarian		26.02
. 31 > ,	Library Aide/Clerk		14.49
	Library Information Technology Systems		23.50
	Gurator		
2016	Library Technician		16.14
, 5042	Media Specialist I		16.95
13082	· Media Specialist II		18.97
276.			21.15
30.1	Photographer I		14.72
	Photographer II		1.7.00
,	Photographer III		20.36
. : ** :	Photographer IV		24.89
	Photographer V		30.21
	Video Teleconference Technician		16.95
14100	Intermation Technology Occupations		
	Computer Operator I		14.73
3 3.	'Omputer Operator II		19.13
; 44	'mputer Operator III		20.49
, ,4	'Emputer Operator IV		26.16
, , , ,	imputer Operator V		27.62
	'emputer Programmer I	(see 1;	25.00
	Capputer Programmer II	(see 1)	ALL LESS TO THE
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Attachment J-6



	Computer Programmer III	(see 1)	
	Computer Programmer IV	(see 1)	
	Computer Systems Analyst I	(see 1)	
	· Computer Systems Analyst II	(see 1)	
	· Computer Systems Analyst III	(see 1)	
	Peripheral Equipment Operator		14.73
	Personal Computer Support Technician		26.16
	Tastructional Occupations		
1997	Aircrew Training Devices Instructor (Non-		29.35
			35.52
1000			36.76
1.000		tructor	30.38
£ + + 2	<u> </u>		30.12
	Fright Instructor (Pilot)		36.76
	Graphic Artist		21.00
	· Technical Instructor		18.91
23%	Technical Instructor/Course Developer		23.11
	Test Proctor		17.16
5 7 4 4 4 5	Tutor		17.16
1000	.aundry, Dry-Cleaning, Pressing And Related	d Occupations	
- 015	- Assembler		7.98
17.0%	Counter Attendant		7.98
0.4646	- Dry Cleaner		10.03
16010	· Finisher, Flatwork, Machine		7.98
.6190	Presser, Hand		7.98
. 113	Presser, Machine, Drycleaning		7.98
6.50	Presser, Machine, Shirts		7.98
.6,00		τΥ	7.98
135.35	S-wing Machine Operator		10.60
	Tailor		11.18
250	Washer, Machine		8.65
19.60	Machine Tool Operation And Repair Occupation	ons	
14010	· Machine-Tool Operator (Tool Room)		22.22
734 °	fool And Die Maker		27,11
	Materials Handling And Packing Octupations		
	Forklift Operator		14.82
1 1	Material Coordinator		19.18
	Material Expediter		19.18
., .,	Material Handling Laborer		10.29
	Order Filler		10.87
	Production Line Worker (Food Processing)		14.82
	Shipping Packer		12.98
	Snipping/Receiving Clerk		12.98
	Store Worker I		11.36
	Ctock Clerk		15.41
	Peois And Parts Attendant		14.82
	Warehouse Specialist		14.82
	Mochanics And Maintenance And Repair Occupa	tions	
	- Aerospace Structural Welder		20.61
	Aircraft Mechanic I		22.24
	- Aircraft Mechanic II		23.35
	Aircraft Mechanic III		24.52
	Aircraft Mechanic Helper		17.44
	Alreraft, Painter		17.44
	Alreraft Servicer		19.34
•	ATTAINED ADTAINE		上ブ・コ华



# Attachment J-6 NNM09AA03C

	Aircraft Worker	20.27
	Appliance Mechanic	18.04
	Bicycle Repairer	14.66
	Cable Splicer	19.76
* * * * * * * * * * * * * * * * * * * *	Carpenter, Maintenance	17.56
10,400	Carper Layer	17.29
	Micatrician, Maintenance	23.21
/ 1 3 P L	Wleetronics Technician Maintenance I	18.65
13.20	Electronics Technician Maintenance II	25.55
12182	Electronics Technician Maintenance III	26.62
1, 10	Fabric Worker	16.54
323	Fire Alarm System Mechanic	18.79
. 34.0	Fire Extinguisher Repairer	15.72
137.1	Fuel Distribution System Mechanic	18.79
2222	Humal Distribution System Operator	16.80
053.0	General Maintenance Worker	16.43
33.20	Ground Support Equipment Mechanic	22.24
03381	Ground Support Equipment Servicer	19.34
. < < < 0.	Ground Support Equipment Worker	20.27
1.5591	Gunsmith I	15.12
35-90	Gunsmith II	16.67
10,595	Gunsmith III	18.38
17416 -	Heating, Ventilation And Air-Conditioning	18.38
Mes Plani		
	Heating, Ventilation And Air Contditioning	19.30
Kenlani	c (Research Facility)	
3450 -	Heavy Equipment Mechanic	20.22
440	Heavy Equipment Operator	17.87
. : .	Instrument Mechanic	22.82
5 } . `	Waboratory/Shelter Mechanic	17.58
	Laborer	11.36
	Locksmith	18.04
-53.	Machinery Maintenance Mechanic	23.32
	Machinist, Maintenance	18.59
. 35e5	Maintenance Trades Helper	14.41
25)E -	Metrology Technician I	22.82
	Metrology Technician II	23.80
`, .97		24.74
,34,45	Millwright	18.79
5111	Office Appliance Repairer	21.83
	Painter, Maintenance	17,56
2 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -	Pipefitter, Maintenance	18.90
× 415	Plumber, Maintenance	18.06
1 #.13	Phendraulic Systems Mechanic	18.79
33746	Rigger	18.79
, s.at.;	Nuale Mechanic	17,29
1000	Sheet-Metal Worker, Maintenance	18.38
	Small Engine Mechanic	16.75
11.	Felecommunications Mechanic I	18.89
111	Telecommunications Mechanic II	20.21
	Telephone Lineman	19.60
23.0	Welder, Combination, Maintenance	18.38
·	Coll Briller	18.79
		18.79
	Goodworker	16.43



Attachment J-6

# ***

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Personal Needs Occupations 1970 Child Care Attendant 8.56 10.68 ; Thore Aide 9.26 .... Family Readiness And Support Services 12.61 astru: 13.55 Homemaker . Prant And System Operations Occupations . Solier Tender 18.86 18.07 (800) Stationary Engineer 18.86 . 3 Ventilation Equipment Tender 14.85 . . Mater Treatment Plant Operator 18.07 . The Protective Service Occupations Alarm Monitor

Baddade Inspec 12.57 10.85 Baggage Inspector . Observations Officer 15.28 ' Court Security Officer 16.82 Perfection Dog Handler 13.55 D-tention Officer 15.28 NOTO Firefighter 16.82 [TITE Fland I 10.85 i..: hard II 13.55 Palice Officer I 18.35 20.41 D-Dir Regreation Occupations 4041 Carmival Equipment Operator 9.52 3.32 'armival Equipment Repairer 10.00 'arnival Egupment Worker .5 11 7.89 1920 - Sate Attendant/Gate Tender 13.76 Liteguard 12.21 Park Attendant (Aide) 15.40 Recreation Aide/Health Facility Attendant 11.24 . Recreation Specialist 16.31 🔗 🗅 Sports Official 12.26 .sel. /wimming Pool Operator 15.65 * Stovedoring/Longshoremen Occupational Services Skocker And Bracer 17.70 Hatch Tender 17.76 . 1 ... . 17.70 · · Dine Handler it avedore i 16.90 Stevedore II 18.56 ) . All Traffic Control Specialist, Center (HFO) (see 2) 35.65 Alr Traffic Control Specialist, Station (HFG) (see 2) 24.58 Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.07 11... Ascheological Technician I 17.26 Ancheological Technician II 19.32 Archeological Technician III 23.94 'arregraphic Technician 24.23 Tril Engineering Technician 22.83 Dratter/CAD Operator I 17.2€ Drafter/CAD Operator II 19.55 Tyrafter/CAD Operator III 21.11 194 Draffer/CAD Operator IV 25.97



Attachment J-6

# NNM09AA03C

3.00	Engineering Technician I		14.53
<0.080	Engineering Technician II		17.48
117. 16.5	Engineering Technician III		21.00
20 63	Engineering Technician IV		28.62
1000	Engineering Technician V		33.81
200	Engineering Technician VI		40.89
7 7	Environmental Technician		23.45
	Laboratory Technician		18.92
`,(;`	Mathematical Technician		24.23
* * * * *	Paralegal/Degal Assistant T		18.54
J ** .	Paralegal/Legal Assistant II		22.98
3			Ż8.11
	Paralegal/Legal Assistant IV		34.01
,0220	Photo-Optics Technician		24.23
' 'm t .	Technical Writer I		20.96
50463	Nachnical Writer II		25.63
134.7	Technical Writer III		31.02
15.7.	Chexploded Ordnance (UXO) Technician I		22.65
× 59	Unexploded Ordnance (UXO) Technician II		27.41
3 24 25	A*		32.85
40/40/4	· Unexploded (UXO) Safety Escort		22.65
	Unexploded (UXO) Sweep Personnel		22.65
	Weather Observer, Combined Upper Air Or	(see 3)	21.11
	o Programs		
	Weather Observer, Senior	(see 3)	23.45
	Presportation/Mobile Equipment Operation Occup	gations	
	Bus Aide		10.71
	Sus Driver		13.94
	Driver Courier		14.96
	Parking and Lot Attendant		10.11
	Shattle Bus Driver		16.25
	faxi Driver		10.90
	Trackdriver, Light		16.25
	Truckdriver, Medium		16.82
	Pruckdriver, Heavy Pruckdriver, Tractor-Trailer		17.62
	Andekuriver, Mactor-Trailer  Ascellaneous Occupations		17.62
	Cashier		9.30
39050	Asbier Desk Clerk		7.94
13 (3)	Embalmer		22.65
22.1 L	Laboratory Animal Caretaker I		8.61
73 M G	Laboratory Animal Caretaker II		13.46
	Mertician		22.65
3.44)	Pest Controller		12.65
***	Photofinishing Worker		11.90
	Recycling Laborer		14.15
	Recycling Specialist		15.26
	Refuse Collector		12.79
r + w	Sies Clerk		11.50
· · · · · ·	School Crossing Guard		12.71
	Survey Party Chief		17.48
	hrveying Aide		10.77
,	wrveying Technician		14.74
	Ferding Machine Attendant		12.64
	Wanding Machine Repairer		14.48





1981 Vending Machine Repairer Helper

12.64

#### AGENTY TOPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEAL S. NELFARE: Life, accident, and health insurance plans, sick leave, pension place. This and personal leave, severance pay, and savings and thrift plans.
N. Herra employer contributions costing an average of \$3.50 per hour computed on the factor of all hours worked by service employees employed on the contract.

WACATION: I weeks paid vacation after 1 year of service with a contractor or successor; a weeks after 10 years, and 4 after 20 years. Length of service includes the kindle span of continuous service with the present contractor or successor, where employed, and with the predecessor contractors in the performance of the contractor at the same Federal facility. (Reg. 29 CFR 4.173)

HOLD AVA: A minimum of ten paid holidays per year, New Year's Day, Martin Luther Ross of Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Publications Day, Veterans' Day, 'Thanksgiving Day, and Christmas Day. (A hold and romay substitute for any of the named holidays another day off with pay in a communicated to the employees involved.) (See 29 CFR 4174)

#### THE PURPLE SHIPS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

TUSTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does and a graph of any employee who individually qualifies as a bona fide executive, describitrative, or professional employee as defined in 29 C.F.R. Part 541. Because mest imputer System Analysts and Computer Programmers who are compensated at a rate set less than \$27,63 for on a salary or fee basis at a rate not less than \$455 per weeks in hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 4.5 imes range rates may not be listed on this wage determination for all occupationswhich there job families. In addition, because this wage determination may not List a wase rate for some or all occupations within those job families if the survey that. Indicates that the prevailing wage rate for the occupation equals or exceeds 3.7. Deer hour conformances may be necessary for certain nonexempt employees. For *xmpl: it as individual employee is nonexempt but nevertheless performs duties within the Beope of one of the Computer Systems Analyst or Computer Programmer comparing for which this wage determination does not specify an SCA wage rate, the the wage rate for that employee must be conformed in accordance with the and this wage in the conformance note included on this wage a fedicinatical

Near coulty, because job titles vary widely and change quickly in the computer to the titles are not determinative of the application of the computer particular half exemption. Therefore, the exemption applies only to computer employees who arrange the compensation requirements and whose primary duty consists of:

The application of systems analysis techniques and procedures, including the application of the compensation of systems analysis techniques and procedures, including the applications.



Attachment J-6 NNM09AA03C

- The design, development, documentation, analysis, creation, testing or mount to tion of computer systems or programs, including prototypes, based on and tention to user or system design specifications;
- $\sim$  Now design, documentation, testing, creation or modification of computer  $p: \alpha \in \mathbb{R}^n$  related to machine operating systems; or
- $\sim$  1 inhibitation of the aforementioned duties, the performance of which strong in the same level of skills. (29 C.F.R. 541.400).
- DEPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is carried to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the tare of basic pay plus a night pay differential amounting to 10 percent of the rare of basic pay.
- With the might as part of a regular four of duty, you will earn a night differential and elective an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your beatlarly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime that considered work).

HAZARDON PAY DIFFERENTIAL: An 8 percent differential is applicable to employees out, you in a position that represents a high degree of hazard when working with or an allow proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive of terro, explosives, and pyrotechnic compositions such as lead azide, black powder and protections activities involving propellants or explosives.

**Propriatization, modification, removation, demolition, and maintenance operations to acceptable or explosives and incendiary materials. All operations force true regrading and cleaning of artillery ranges.

All a mations involving, unloading, storage, and hauling of ordance, explosive, and the storage artists involving to interpretable to work that has been specifically designated by the agency for explosives, and incendiary materials will be specificable to work that has been specifically designated by the agency for explosives, and incendiary materials will be specifically designated by the agency for explosives, and incendiary material differential pay.

#### " INTERNAL ALLOWANCE ""

If employees are required to wear uniforms in the performance of this contract cost across the terms of the Government contract, by the employer, by the state or the cost of furnishing such uniforms and maintaining (by France star or dry cleaning) such uniforms is an expense that may not be borne by an expense such cost reduces the hourly rate below that required by the wage attendance. The Department of Labor will accept payment in accordance with the total value standards as compliance:

The contractor is required to furnish all employees with an





The uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wave determination shall (in the absence of a bona fide collective bargaining appearance providing for a different amount, or the furnishing of contrary explorative proof as to the actual cost), reimburse all employees for such cleaning magnetic nance at a rate of \$3.35 per week (or \$.67 cents per day). However, in the period ances where the uniforms furnished are made of "wash and wear" parentals, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial lacendering in order to meet the cleanliness or appearance standards set by the terms of the dowernment contract, by the contractor, by law, or by the nature of the work, tooler as no requirement that employees be reimbursed for uniform maintenance costs.

The patter of employees under job titles listed are those described in the "Derived Contract Act Directory of Occupations", Fifth Edition, April 2006, which therwise indicated. Copies of the Directory are available on the Internet. A balk of the Directory may be found on the WHD home page at http://www.dol.com/.a.wed.or/through the Wage Determinations On-Line (WDOL) Web site at http://www.dol.gov/.

REFUGEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 188 1444))

#### Collingation Process:

The contracting officer shall require that any class of service employee which is not contract herein and which is to be employed under the contract (i.e., the work to see performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted contractions and the classifications listed in the wage determination. Such any arms classes of employees shall be paid the monetary wages and furnished the frames projectits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of any years. The conformed classification, wage rate, and/or fringe benefits shall be accordance to the commencement date of the contract. (See Section 4.6 (C)(vi)) The scale iple wage determinations are included in a contract, a separate SF 1444 one and no prepared for each wage determination to which a class(es) is to be seen smedi.

The besides for preparing a conformance request is as follows:

.. We appearing the bid, the contractor identifies the need for a conformed constant(s) and computes a proposed rate(s).

.. All a contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each the proposed vage and classification(s), job description(s), and rationale for proposed wage the classification regarding the agreement or disagreement of the appropriate representative of the employees involved, or where there is no authorized that additive, the employees themselves. This report should be submitted to the thin appropriate representative of later than 30 days after such unlisted class(es) of employees part and any contract work.





contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent instruction including the position of the contractor and the employees, to the Wage and Section, Employment Standards Administration, U.S. Department of Labor, the entrew. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

; then 40 days of receipt, the Wage and Hour Division approves, modifies, or the approves the action via transmittal to the agency contracting officer, or not the contracting officer that additional time will be required to process the contracting officer that additional time will be required to process.

In the contracting efficer transmits the Wage and Hour decision to the contractor.

or the contractor informs the affected employees.

Intormation required by the Regulations must be submitted on SF 1444 or bond paper.

Then preparing a conformance request, the "Service Contract Act Directory of Contract Act Directory) should be used to compare job definitions to insure that sures requested are not performed by a classification already listed in the wave conformation. Remember, it is not the job title, but the required tasks that describe whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMEN	NT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CON	TRACT ID CODE	PAG	GE OF PAGES
			A DECLUSITION	UDUDOU MADE DEO. NO.		1 2
	T/MODIFICATION NO.	3. EFFECTIVE DATE	420036660	I/PURCHASE REQ. NO.	5. PROJE	CT NO. (If applicable)
000015 6. ISSUED BY	CODE	See Block 16C MSFC	• Table of the following	ED BY (If other than Item 6)	CODE N	MSFC
Procurem	schall Space Flight C ent Office . Space Flight Center	enter	Mail Code Attn: Jan	shall Space Flig e PS33 ne L. Thomas Space Flight Ce	ht Cente	r
HPN CORP 2625 W EN	ADDRESS OF CONTRACTOR (No., street STIAT AVE K. M.A. 99336-3078	, county, State and ZIP Code)	9B. DATED (	MENT OF SOLICITATION NO.  SEE ITEM 11)  CATION OF CONTRACT/ORDE	R NO.	
			10B, DATED	(SEE ITEM 13)		
CODE 1WH	LTS	FACILITY CODE	10/09/	2008		
TML	10.5	11. THIS ITEM ONLY APPLIES	37 772			
See Sche	NG AND APPROPRIATION DATA (if req dule  13. THIS ITEM ONLY APPLIES TO MO  A. THIS CHANGE ORDER IS ISSUED PORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH  C. THIS SUPPLEMENTAL AGREEMENT  NFS 1,852.232-77 Limit	DDIFICATION OF CONTRACTS/OR  URSUANT TO: (Specify authority)  T/ORDER IS MODIFIED TO REFLE IN ITEM 14, PURSUANT TO THE /	THE CHANGES SET F  COT THE ADMINISTRA  UTHORITY OF FAR 4  O AUTHORITY OF:	HE CONTRACT/ORDER NO. AS FORTH IN ITEM 14 ARE MADE I ATIVE CHANGES (such as changes), 103(b).	N THE CONTRA	I ITEM 14.
	D. OTHER (Specify type of modification a		Ixed-FIICE (	Softcacty (Par 1.	503)	
E. IMPORTANT:	TOTAL STATES	is required to sign this document	-	copies to the iss		
Increase FAR Claus through of The forovided H.6 NFS 1 Continued Except as provide	on of AMENDMENT/MODIFICATION (purpose of this modification) funding in the amounts of 1952.232-77, Limit date is December 18, following paragraph (swith sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by the sidebars indicated by	ication is to:  at of \$144,376 from tation of Funds (F. 2010.  b) have been modifiating change.  ON OF FUNDS (FIXED-	n \$6,926,088 ixed-Price C ied. Slip-s -PRICE CONTE	B to \$7,070,464, Contract). The are sheets to the core RACT) (MAR 1989) anged, remains unchanged and in	pursuandicipate	ed funded re
158. CONTRAC	TOR/OFFEROR	15C. DATE SIGNED	Sherry K	Fenn TATES OF AMERICA		16C. DATE SIGNED
(5)	igraturs of person authorized to sign)		Sh	(Signature of Contracting Officer)		12-4-10

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO.	OCUMENT BEING CONTINUED	Ш	PAGE C	)F
	NN1109AA03C/0	00015		2	2

NAME OF OFFEROR OR CONTRACTOR HPM CORP

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	3. All other terms and conditions remain	,			
	unchanged.				
	LIST OF CHANGES:			1	
	Reason for Modification : Funding Only Action	ļ		- 1	
	Obligated Amount for this Modification:				
	\$114,576.00				
	New Total Obligated Amount for this Award:				
	\$7,070,454.00				
	Incremental Funded Amount changed: from				
	\$6,925,083.00 to \$7,070,464.00				
	Accounting and Appropriation Data:				
	recounting that appropriation back.				
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	62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/				2
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#### H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$7,070,464 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

Amounts TBD

(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 18, 2010**.
- (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

AMENDMENT OF	SOLICITATION/MODIFIC	CATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODII	FICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
<b></b> 000016	Control of Parising Control of	AND A SALE AND AND AND AND AND AND AND AND AND AND	See Schedule	, , , , , , , , , , , , , , , , , , , ,
6. ISSUED BY	CODE	See Block 16C	7. ADMINISTERED BY (If other than Item 6)	CODE MSEC
NASA/Harshal Procurement	l Space Flight	Center	NASA/Marshall Space Flig Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Ce	ht Center
B. NAME AND ADDRES  PH CORP  525 W ENTIATE  ENNEWICK HA		et. county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)	
			x 10A. MODIFICATION OF CONTRACY/ORDE NNM0 9AA 0 3 C	R NO.
CODE 1WHJ3		FACILITY CODE	10/09/2008	
14110-3		211 S 105 March	AMENDMENTS OF SOLICITATIONS	
THE PLACE DESIGNA virtue of this amendment to the solicitation and the	gram which includes a reference ATED FOR THE RECEIPT OF ent you desire to change an offe this amendment, and is receive	e to the solicitation and amendment nun OFFERS PRIOR TO THE HOUR AND er already submitted, such change may d prior to the opening hour and date spe	edging receipt of this amendment on each copy of the nbers. FAILURE OF YOUR ACKNOWLEDGEMENT DATE SPECIFIED MAY RESULT IN REJECTION OF be made by telegram or letter, provided each telegral acified.	TO BE RECEIVED AT FYOUR OFFER. If by
ee Schedule	APPROPRIATION DATA (If re	quired) Ne	t Increase:	\$145,351.00
13, TI	HIS ITEM ONLY APPLIES TO N	ODIFICATION OF CONTRACTS/ORDE	RS. IT MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN ITEM 14.
B. THE A	ABOVE NUMBERED CONTRA priation date, etc.) SET FORTI		E CHANGES SET FORTH IN ITEM 14 ARE MADE I  T THE ADMINISTRATIVE CHANGES (such as chang THORITY OF FAR 43.103(b).  AUTHORITY OF:	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11
14.80 (Charterio at	052.232-77 Limi R (S _L ecify type of modification	SENDON SELECTION OF THE PROPERTY SERVICES SERVICES	xed-Price Contract) (Mar 19	989)
IMPORTANT: Con	ntractor X is not,	is required to sign this document a	nd return 0 copies to the iss	uing office.
. DESCRIPTION OF A	201 SEP ABOVE 144 2 2 115 10 10 10 10	(Organized by UCF section headings, i	ncluding solicitation/contract subject matter where fe	asible.)
ncrease fund AR Clause 13	ling in the amou	nt of \$145,351 from tation of Funds (Fi	\$7,070,464 to \$7,215,815, ked-Price Contract). The ar	
	owing paragraph( cidebars indic		ed. Slip-sheets to the cor	ntract are
6 NFS 1352.	232-77 LIMITATI	ON OF FUNDS (FIXED-	PRICE CONTRACT) (MAR 1989)	
ontinued		e document referenced in Item 9A or 10	DA, as heretofore changed, remains unchanged and i	
cept as provided herei				
	n, Jil terms and conditions of th DF SIGNER (Type or print)	**	16A. NAME AND TITLE OF CONTRACTING OF Audrey R. McMillan	-FIGER (Type or print)
xcept ac provided hereiche.  5A. NAME AND TITLE CO.  5B. CONTRACTOR/OF	OF SIGNER (Type or print)	15C. DATE SIGNED	**************************************	18C. DATE SIGNED 12-28-20/0

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

CONTINUATION CHEET	REFERENCE NO.	CUMENT BEING CONTINUED		PAGE	OF
CONTINUATION SHEET	NNM1097A03C/0	00016	347	2	2

NAME OF OFFEROR OR CONTRACTOR HPH CORP

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	3. All other terms and conditions remain				
	unchanged. LIST OF CHANGES:				
	Peason for Modification : Funding Only Action				
	Obligated Amount for this Modification:				
	\$145,351.00				
	New Total Obligated Amount for this Award:				
	\$7,215,615.00				
	₩				
	Accounting and Appropriation Data:	20			
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	11000000010				
	62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/				
	1/000 2550/62/CASX12011D/361N/1/2				
	Cost Center 62AS10				
	GI Account 6100.2560				
	Crdur PC0000000				
	Amount: \$21,225.00				
	PR 4200369356				
	52A210/6100.2560/62/FC000000/736466.01.09.08.02.0/				
	1/000/2500/62/CASX12011D/361N/1/2				
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## H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$7,215,815 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

Amounts TBD

(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 **January 3, 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.
- (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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. F		4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000017	See Block 16C	4200370144	31110020111011111012009
	CODE MSFC	7. ADMINISTERED BY (If other than Item 6)	CODE MSFC
NASA/Harshall Space Flig Procurement Office Marshall Space Flight Ce		NASA/Marshall Space Fl Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight	
8. NAME AND ADDRESS OF CONTRACTOR (A	io., street, county, State and ZIP Code)	(x) BA. AMENDMENT OF SOLICITATION NO	0.
IPH CORP			
625 W ENTIAT AVE ENNEWICK WA 49335-3073		9B. DATED (SEE ITEM 11)	,
		x 10A. MODIFICATION OF CONTRACT/OI NNM0 9AA 0 3 C	RDER NO.
		10B. DATED (SEE ITEM 13)	-
CODE 1WHJ2	FACILITY CODE	10/09/2008	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF SOLICITATIONS	
		DERS. IT MODIFIES THE CONTRACT/ORDER NO THE CHANGES SET FORTH IN ITEM 14 ARE MAI	
B. THE ABOY'E NUMBERED CO appropriation dute, etc.) SET	INTRACT/ORDER IS MODIFIED TO REFLE FORTH IN ITEM 14, PURSUANT TO THE	CT THE ADMINISTRATIVE CHANGES (such as c AUTHORITY OF FAR 43.103(b).	hanges in paying office,
	EMENT IS ENTERED INTO PURSUANT T	OAUTHORITY OF: ixed-Price Contract) (Mar	1000)
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	not, is required to sign this document	t and return 0 copies to the	e issuing office.
4. DESCRIPTION OF AMENDMENT/ADDIFIC The purpose of this m		s, including solicitation/contract subject matter when	re feasible.)
	Limitation of Funds (F.	m \$7,215,815 to \$7,700,319 ixed-Price Contract). The	The same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the sa
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	ns of the document referenced in Item 9A or	10A, as heretofore changed, remains unchanged a	and in full force and effect.
5A. NAME AND TITLE OF SIGNER (Type or pri	int)	16A. NAME AND TITLE OF CONTRACTING	3 OFFICER (Type or print)
		Sherry K Fenn	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	11. 11. 7	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signatur) of Contracting Officer	1/3/2/1

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO	OCUMENT BEING CONTINUED	PAGE	OF
	NIM09AA03C/000017			2

TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	3. All other terms and conditions remain				_
	unchanged.				
	LIST OF CHANGES:				
	Reason for Modification : Funding Only Action				
	Obligated Amount for this Modification:	1	1		
	\$481,504.00				
	New Total Obligated Amount for this Award:				
	\$7,700,319.00				
	Accounting and Appropriation Data:				
	A SA BATTON COLOR COLOR				
	PR 4200370144				
	623.S10/6100.2560/62/FC000000/736466.01.09.08.02.0/				
	1/000/2560/62/CASX12011D/361N/1/2				
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## H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$7,700,319 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

Amounts TBD

(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 March 4, 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.
- (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

AMENDMENT OF SOLICITATION/MODIFIE	CATION OF CONTRA	ACT	1. CONTRACT ID CODE	PAGE O	F PAGES
157.1 P. 1				1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO	). (If applicable)
000018	See Block 16	)C	00371036		
6. ISSUED BY CODE	MSFC	7.	ADMINISTERED BY (If other than Item 6)	CODE	
NASA/Marshall Space Flight	Center		ASA/Marshall Space Flight	Center	
Procurement Office			ail Code PS33		
Marshall Space Flight Cente	r AL 35812	1.00	tn: Jane L. Thomas	37 250	10
		Ma	arshall Space Flight Cent	er AL 358	12
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	et, county, State and ZIP Code	) (x)	9A. AMENDMENT OF SOLICITATION NO.		
		(x)	ente ante atre en en en en en en en en en en en en en		
HPM CORP					
4304 W. 24th AVE, Suite 100		1 1	9B. DATED (SEE ITEM 11)		
KENNEWICK WA 19338					
		x	10A. MODIFICATION OF CONTRACT/ORDER N	io.	
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0005	TELOUETU CORE	i	10B. DATED (SEE ITEM 13)		
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	11. THIS ITEM ONLY	APPLIES TO AMEN	DMENTS OF SOLICITATIONS		
The above numbered solicitation is amended as set to				position and the second	
Offers must acknowledge receipt of this amendment				1,000	
			receipt of this amendment on each copy of the off		
separate letter or telegram which includes a referenc THE PLACE DESIGNATED FOR THE RECEIPT OF					
virtue of this amendment you desire to change an off					
to the solicitation and this amendment, and is receive		r and date specified.	<u></u>		
12. ACCOUNTING AND APPROPRIATION DATA (If re	equired)	Net I	ncrease: \$1	121,126.00	)
See Schedule					
13. THIS ITEM ONLY APPLIES TO I	MODIFICATION OF CONTR	RACTS/ORDERS. IT	MODIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBED IN ITEM	14.
CHECK ONE A THIS CHANGE ORDER IS ISSUED	PURSUANT TO: (Specify	authority) THE CHA	NGES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTRACT	
ORDER NO. IN ITEM 10A.	t bittobiliti To. (opeally	addishiy) The Otto	INGES SET FORTH IN ITEM 14 ARE MADE IN T	ine oditirotor	
8 THE ABOVE NUMBERED CONTRA	CT/ORDER IS MODIFIED	TO REFLECT THE	ADMINISTRATIVE CHANGES (such as changes	in naving office	
appropriation date, etc.) SET FORT	H IN ITEM 14, PURSUAN	TO THE AUTHOR	ADMINISTRATIVE CHANGES (such as changes TY OF FAR 43.103(b).		
C. THIS SUPPLEMENTAL AGREEMEN	NT IS ENTERED INTO PU	RSUANT TO AUTHO	ORITY OF:		
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D. OTHER (Specify type of modification		(121104	11100 00001111000, (11111 1170)		
E. IMPORTANT: Contractor × is not.	illia required to plan this	document and ratu	rn 0 copies to the issuing	office	
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14. DESCRIPTION OF AMENDMENT/MODIFICATION		-	g solicitation/contract subject matter where feasib	ole.)	
<ol> <li>The purpose of this modi</li> </ol>	fication is t	.0:			
Increase runding in the amou	int of \$121,12	6 from \$7,	700,319 to \$7,821,445, pt	ursuant to	o NASA
FAR Clause 1852.232-77, Limi	tation of Fun	ds (Fixed-	Price Contract). The ant:	icipated :	funded
through date is Harch 4, 201	1.				
2. The following paragraph(	s) have been	modified	Slip-sheets to the contr	ract are	
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provided with Sidebars indic	acing change.				
H.6 NFS 1852.232-77 LIMITATI	ON OF FUNDS (	FIXED-PRIC	E CONTRACT) (MAR 1989)		
Continued					
Except as provided herein, all terms and conditions of the	he document referenced in	Item 9A or 10A, as I	neretofore changed, remains unchanged and in fu	Il force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16.	A. NAME AND TITLE OF CONTRACTING OFFICE	CER (Type or print)	
		A	. Carol Terrell		
15B. CONTRACTOR/OFFEROR	450 BA	i	B. UM/ED STAYES OF AMERICA /	Plan	DATE SIGNED
.ss. solvitorororrenon	ISC. DA	I L SIGNED 161	S. O. LES OF AMERICA		DATE SIGNED
1			4. well	MINV	1-13-11
(Signature of person authorized to sign)		′	(Signature of Contrasting Officer)	- 000	1-10-11

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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NAME OF OFFEROR OR CONTRACTOR

HPM CORP

M NO.	SUPPLIES/SERVICES	QUANTITY (C)		UNIT PRICE	AMOUNT
Ã)	(B)	(C)	(D)	(E)	(F)
	3. All other terms and conditions remain unchanged.			1	
	LIST OF CHANGES:				
	Reason for Modification : Funding Only Action				
	Obligated Amount for this Modification:		1 1		
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## 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$7,821,445 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

Amounts TBD

(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 <u>March 4, 2011</u>.
- (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

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NAME OF OFFEROR OR CONTRACTOR

HPM CORP

M NO.	SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	2. The following paragraph(s) have been				
	modified. Slip-sheets to the contract are				
	provided with sidebars indicating change.				
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	Task Order 01 has been incorporated in its		ll	***	
	entirety		1		
	Attachment J-16, IDIQ Task Orders, has been				
	incorporated in its entirety				
	Section J, List of Attachments, has been modified Performance Work Statement, Page J-1-17, has been			-	
	modified				
	model red				
	3. Contractors Statement of Release				
	In consideration of the modification(s) agreed to				
	herein as complete equitable adjustment for all				
	claims arising out of or attributable to the			WWW.min	
	issuance of the contract change(s) and/or contractor proposal(s) listed below, the			ĺ	
	contractor proposal(s) listed below, the contractor hereby releases the Government from			Į	
	any and all liability under this contract for				
	further equitable adjustments attributable to				
	such facts or circumstances giving rise to said				
	contract change(s) and/or contractor proposal(s),				
	and for such additional obligations as may be				
	required by this modification.				
	Contract Change Identification: Modification 19				
	to Contract NNM09AA03C				
	Contractor Proposal Number: HPM Proposal dated February 4, 2011				
	rebidary 4, 2011				
	4. Except as provided herein, all terms and			-	
	conditions of this contract remain unchanged and			***************************************	
- 1	in full force and effect.				
	List of Changes:				
l	Accounting and Appropriation Data:		ļ		
İ	PR 4200373724				
	Account code:				
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NAME OF OFFEROR OR CONTRACTOR

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	Uranium Exposures		П		
	Incrementally Funded Amount: (b)(4)				
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	0/2560/62/CASX12011D/361N/1/2 Cost Center: 62EM30				
	GI Account: 6100.2560 Order: FC000000 WBS				
	Element1: 432938.11.01.08.39 Item Number: 000				
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## 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	Firm Fixed Task
Order Period	Order Value
Base Year	(b)(4)
Option 1	
Option 2	
Option 3	
Option 4	

## 2.0 TYPE OF ORDER

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

## 3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (Option 3 to basic contract) shall be March 1, 2011 through October 31, 2011.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract/task order, the period of performance for each option shall be as set forth below:

Option Periods Period of Performance
Option 3 November 1, 2011 – October 31, 2012
Option 4 November 1, 2012 – October 31, 2013

### 4.0 PLACE OF PERFORMANCE

The Contractor shall perform the work under this order on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

## **5.0 PERFORMANCE MEASURE:** (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. 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. 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
Monthly	3/31/2011	(b)(4)
	4/30/2011	
	5/31/2011	
	6/30/2011	
	7/31/2011	

	8/31/2011	(b)(4)
	9/30/2011	
	10/31/2011	
Total		

## 10. OTHER TERMS AND CONDITIONS

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

## 11. ORDER OF PRECEDENCE

Should a conflict arise between the terms and conditions as shown in this Task Order and the terms and conditions of the basic order, NNM09AA03C, the basic contract shall prevail.

## 12. 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

- (a) Of the total price for effort provided under this Task Order, the sum of (b)(4) is 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 30, 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 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

## 4.0 TRAVEL - N/A

### 5.0 MATERIALS - N/A

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## **SECTION J - LIST OF ATTACHMENTS**

<u>Attachment</u>	<b>Description</b>	Pages
1 2 3	Performance Work Statement Data Procurement Document Safety Health Management Implementation Guide and	J-1-1/J-1-28 J-2-/J-2-38 J-3-1/J-3-4
4	Assessment Matrix Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-10
7	Performance Requirements Summary	J-7-1/J-7-7
8	Safety and Health Plan	J-8-1
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4
10	IDIQ Task Order Process Flow Chart	J-10-1
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1
16	IDIQ Task Orders (WBS 3.2)	J-16-1

[END OF SECTION]

(e) The contractor shall ensure medical records (both hard copy and electronic) are available for Agency Medical quality control review.

**NOTE**: The medical records (written and electronic) developed during past contract years will be transferred to the new contractor and will be subject to the clause G.3, Installation_Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the contractor as to how the records shall be maintained and stored.

#### 3.1.9 Flu Shots

(a) The Contractor shall operate the annual MSFC Flu Shot program, purchasing, offering and providing flu shots to MSFC contractors and civil servants.

## 3.1.10 Automated External Defibrillator (AED)

The contractor shall administer, maintain and oversee the Centerwide Automated External Defibrillator (AED) Program consisting of approximately one hundred (100) AEDs and provide medical oversight/review for any Emergency Medical Services programs in accordance with MSFC MWI 1800.1, MSFC Automated External Defibrillator Program (draft).

### 3.1.11 Ambulance Services

- (a) The contractor shall provide ambulance services for MSFC.
- (b) The contractor shall ensure ambulances used during this contract are stocked, supplied and maintained in accordance with the Alabama Department of Public Health Office, EMS and Trauma and are compliant with applicable regulations and requirements for an Advanced Life Support unit.
- (c) The contractor shall provide ambulance stand by during emergencies such as fires, chemical spills, and explosive disposal. These may occur during regular hours or after hours.
- (d) The contractor shall provide onsite ambulance/medical support to prescheduled special events or activities. These include, but are not limited to, functions to which the general public is invited, the annual employee picnic, and support during visits by VIPs to the Center.

## 3.2 IDIQ Requirements

- (a) The Contractor shall provide additional medical services such as equipment acquisitions and special technical support as defined by MSFC, not covered in Lump Sum Effort.
- **3.2.1 Task Order 1 Bioassay Testing for Depleted Uranium Exposures** (See Attachment J-16, IDIQ Task Orders)

## 3.3 Documentation and Reporting Requirements

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## 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP, the sum of \$8,185,509.00 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:

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 Date April 12, 2011 Amounts \$6,392,929.00	Second Consoler

(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 <u>April 12, 2011</u>.
- (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

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CHECK ONE  A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A  B THE ABOVE NUMBERED CON appropriation date, etc.) SET From the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of th	JED PURSUANT TO (Specify authority, TRACT/ORDER IS MOOIFIED TO REF DRTH IN ITEM 14, PURSUANT TO THE	ECT THE ALE	ODIFIES THE CONTRACTIONDER NO. AS GES SET FORTH IN ITEM 14 ARE MADE OMINISTRATIVE CHANGES (such as chan OF FAR 43 103(b)	IN THE CONTRAC	T		
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D OTHER (Speaty type of modific	ation and authority)						
X NFS Clause 1852.2	32-77, Limitation of	Funds	<del></del>				
E. IMPORTANT: Contractor Sist	ot. Grant required to sign this docume	ent and return	O copies to the iss	suing office			
14 DESCRIPTION OF AMENDMENT/MODIFICATE The purpose(s) of this model.  1. Increase Total Funds Al 58,545,509.00. The anticip	dification is/are to	: t of \$3	60,000.00, from \$8,18		0		
<ol> <li>The following paragraph provided with sidebars inc</li> <li>-1852.225-70 LIMITATIC</li> </ol>	licating change.		•	contract a	re		
. All other terms and con	ditions remain uncha	anged a	nd in full force and (	effect.			
Except as provided herein, all terms and conditions 5A NAME AND TITLE OF SIGNER (Type or point)			etofore changed, remains unchanged and NAME_AND TITLE OF CONTRACTING OF				
5B CONTRACTOR/OFFEROR	15C DATE SIGNE		rry K Fenn UniteDatates of America	37.	16C DATE SIGNED		
	" .	هر ا	Shem Kiter	-	4-26-11		
(Signature of person authorized to sign)			(Signature of Contracting Officed)		1004		

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV 10-8S) Prescribed by GSA FAR (48 CFR) 53 243 

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NAME OF OFFEROR OR CONTRACTOR

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EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	LIST OF CHANGES:				
	Reason for Modification : Funding Only Action New Total Amount for this Award: \$24,829,706.00				
	Obligated Amount for this Modification:	,			
	\$360,000.00				
	Incrementally Funded through date changed from				
	04/12/2011 to 05/19/2011				
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	GI Account 6100.2560				
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	Amount: \$360,000.00				
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## 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP, the sum of \$8,545,509.00 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 May 19, 2011 Amounts \$6,032,929.00

(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

<u> COORDINATION CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRAC</u>

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 May 19, 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.
- (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

AMENDME	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
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				MODIFICATION OF CONTRACT/ORDE	R NO.
			108	3. DATED (SEE ITEM 13)	
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see scire		ODIFICATION OF CONTRACTS/ORDER	RS. IT MO	DIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN ITEM 14.
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	ollowing paragraph(s) with sidebars indica		fied.	Slip-sheets to the c	ontract are
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Continue	d			d in full force and e	
	ided herein, all terms and conditions of the ID TITLE OF SIGNER (Type or print)	document referenced in Item 9A or 10A		tofore changed, remains unchanged and in AME_AND TITLE OF CONTRACTING OFF	
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(\$	Signature of person authorized to sign)		1	(Signature of Contracting Officer)	5-24-11
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NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
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1.0	Obligated Amount for this Modification:				
	\$1,200,000.00			×	
:	New Total Obligated Amount for this Award:				
	\$9,745,509.00				
	Incremental Funded Amount changed: from			•	
	\$8,545,509.00 to \$9,745,509.00			*	· ·
	Incrementally Funded through date changed from			2	
-	05/19/2011 to 09/26/2011				
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## 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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP, the sum of \$9,745,509.00 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:

S	CH	<b>EDULE</b>	FOR AI	LLOTM	MENT OF	FUNDS
D	ate	Septem	ber 26, 2	011	Amounts	\$4,832,929.00

(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 26, 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.
- (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

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b) Update MFS Clause 18 ontinued	52.204-76 Security Req	uirements	for Unclassified	Thformation
kcept as provided herein, all terms and conditi A NAME AND TITLE OF SIGNER (Type or p			re changed, semains unchanged and i E. ANO TITLE OF CONTRACTING OF	
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NAME OF OFFEROR OR CONTRACTOR

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NAME OF OFFEROR OR CONTRACTOR

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## B. IDIQ Work

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

The maximum amount, not-to-exceed (NTE), of 1DIQ work the Government may order is the 1DIQ ceiling dollar value for the contract base period and option periods as listed below:

## NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

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

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

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

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

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

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

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

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

^{*} To be completed by offeror

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

(End of clause)

## **B.4** METHOD OF DEDUCTIONS

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

(End of Clause)

[END OF SECTION]

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

(End of clause)

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

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

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

- B. For purposes of determining the applicability of this clause, the following shall not be included in the count of services performed, or item delivered:
- (1) any services or items which the Contractor is required to provide to remedy the consequences of any act or omission on the part of the Contractor, or its agents, employees, or subcontractors, or
- (2) any items or services which the Contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this contract). Examples under category (1) include any repair or restorative work which might be required due to the negligence of Contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to

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

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

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

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

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

(End of Clause)

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

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

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

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

#### **TBD**

(End of clause)

#### 1.16 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- A. The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- B. The use in this solicitation or contract of any NASA FAR Supplement clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

#### I.17 <u>1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED</u> INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

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

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

- (c) Definitions.
- (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
- (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
- (3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT

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

- (4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <a href="https://itsecurity.nasa.gov/policies/index.html">https://itsecurity.nasa.gov/policies/index.html</a>.
- (d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.
- (f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

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

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

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

(End of Clause)

#### I.19 <u>1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)</u>

(a) Definitions.

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

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

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

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

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.
- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

#### I.20 <u>1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)</u>

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

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

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

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

(End of Clause)

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

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
  - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
  - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
  - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
  - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other

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

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

(End of clause)

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

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

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

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

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

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
  - (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
  - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

#### 1.23 MEDICAL RECORDS CONFIDENTIALITY

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

(End of Clause)

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

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

(End of Clause)

#### 1.25 <u>52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAK YEAR (APR 1984)</u>

Funds are not presently available for performance under this contract beyond September 30,1020. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to

the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[END OF SECTION]

Attachment J-1 NNM09AA03C

Modification 24

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

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

**NOTE**: The medical records (written and electronic) developed during past contract years will be transferred to the new contractor and will be subject to the clause G.3, Installation_Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the contractor as to how the records shall be maintained and stored.

#### 3.1.9 Flu Shots

Attachment J-1

(a) The Contractor shall operate the annual MSFC Flu Shot program, purchasing, offering and providing flu shots to MSFC contractors and civil servants.

#### 3.1.10 Automated External Defibrillator (AED)

The contractor shall administer, maintain and oversee the Centerwide Automated External Defibrillator (AED) Program consisting of approximately one hundred (100) AEDs and provide medical oversight/review for any Emergency Medical Services programs in accordance with MSFC MWI 1800.1, MSFC Automated External Defibrillator Program (draft).

#### 3.1.11 Ambulance Services

- (a) The contractor shall provide ambulance services for MSFC.
- (b) The contractor shall ensure ambulances used during this contract are stocked, supplied and maintained in accordance with the Alabama Department of Public Health Office, EMS and Trauma and are compliant with applicable regulations and requirements for an Advanced Life Support unit.
- (c) The contractor shall provide ambulance stand by during emergencies such as fires, chemical spills, and explosive disposal. These may occur during regular hours or after hours.
- (d) The contractor shall provide onsite ambulance/medical support to prescheduled special events or activities. These include, but are not limited to, functions to which the general public is invited, the annual employee picnic, and support during visits by VIPs to the Center.

#### 3.2 IDIQ Requirements

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

# 3.2.1 Task Order 1 – Bioassay Testing for Depleted Uranium Exposures (See Attachment J-16, IDIQ Task Orders





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PAGE OF 2 2

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

TEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	In consideration of the modification(s) agreed to herein as complete and equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contract hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contract proposal(s), and for such additional obligations as may be required by this modification. Contract Change Identification: Contract Modification 25 Contractor Proposal: HPM Corporation Proposal email dated June 21, 2011.			
	unchanged and in full force and effect. LIST OF CHANGES: Reason for Modification: Change Order Total Amount for this Modification: (b)(4) New Total Amount for this Task Order: (b)(4) Obligated Amount for this Modification: (b)(4) Cost Center: 62EM30 GI Account: 6100.2560 Order: FC000000 WBS Element1: 432938.11.01.08.39 Item Number: 000 Commitment Item: 2560 Funds Center: 62 Fund: CASX12011D Functional Area: 361N FOB: Destination			
40-01-152				DNAL FORM 336 (4-86)



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 considered an expanded scope for the contract resulting in this 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. Up to 14 employees will initially receive this quarterly screening. Retests such as follow-up and confirmation may be required

2.0 DELIVERABLES

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

3.0 PERIOD OF PERFORMANCE

Prior Award Through Date: March 1, 2011 through October 31, 2013

Current Award Through Date: April 30, 2011.

4.0 TRAVEL—N/A

5.0 MATERIALS—N/A

6.0 Performance Measure: as stated in 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

AMENDMENT OF SOLICITATION/M	ODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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Prescribed by GSA FAR (48 CFR) 53 243

			
		PAGE	OF
CONTINUATION SHEET	NNM09AA03C/000026	2	3

NAME OF OFFEROR OR CONTRACTOR HPM CORP

NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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***************************************	2. The following paragraph(s) have been	1			
	modified. Slip-sheets to the contract are				
	provided with sidebars indicating change.			724	
	Task Order 02 has been incorporated in its				
	entirety.				
	Attachment J-16, IDIQ Task Orders, has been				
	incorporated in its entirety.				
	Section J, J-1 List of Attachments has been			HAMP PARTY.	
	modified to incorporate 3.2.2 Task Order 2.				
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	3. Except as provided herein, all terms and			1	
	conditions of this contract remain unchanged and	l			
	in full force and effect.				
	LIST OF CHANGES:				
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	Supplemental Agreement for work within scope				
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	Total Amount for this Modification:				
	(b)(4) thereby correcting Contract IDIQ Totals		1		
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NAME OF OFFEROR OR CONTRACTOR HPM_CORP

HPM COR	P				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TAUOMA
(A)	(B)	(C)	(D)	(E)	(F)
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TASK ORDER 02

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

	Current FFP TO Value	Total TO Obligations
PREVIOUS	(b)(4)	
THIS MOD		
*TOTAL		
*If all option	s are exercised (so	se 1.0 (b.) below)

1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- a. The Contractor shall perform the Performance Work Statement (PWS) in accordance with the PWS provided as Attachment J-16, Task Order 02, as an IDIQ Task Order against basic contract NNM09AA03C. The Contractor shall perform this Task Order under the terms and conditions as set forth in the basic contract and as supplemented in this Task Order.
- b. The Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to perform all the service requirements in the PWS.

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (Option 2 to basic contract) shall be October 1, 2011 through October 31, 2011.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract/task order, the period of performance for each option shall be as set forth below:

Option Periods	Period of Performance
Option 3	November 1, 2011 – October 31, 2012
Option 4	November 1, 2012 – October 31, 2013

4.0 PLACE OF PERFORMANCE

The Contractor shall perform the work under this order on-site at the Marshall Space Flight Center, AL, and at such other locations as may be approved in writing by the Contracting Officer.

5.0 PERFORMANCE MEASURE:

See Performance Requirements Summary Attached

6. TECHNICAL DIRECTION

Performance of the work under this Task Order is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), as set forth in Clause G.2, Technical Direction, of the basic contract.

7. CONSIDERATION AND PAYMENT

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

Task Order 02 Payment Schedule

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

10. OTHER TERMS AND CONDITIONS

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

11. ORDER OF PRECEDENCE

Should a conflict arise between the terms and conditions as shown in this Task Order 2 and the terms and conditions of the basic order, NNM09AA03C, the basic contract shall prevail.

12. 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price for effort provided under this Task Order, the sum of \$0 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR	ALLOTMENT	OF FUNDS
Date: October 1, 2011	Amount:	

- (b) The Contractor agrees to perform or have performed the effort specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through **October 1, 2011.**
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
 - (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

Environmental Engineering & Occupational Health Office NASA/Marshall Space Flight Center Huntsville, AL

1.0 GENERAL REQUIREMENTS

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

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

2.0 FIRM-FIXED-PRICE (FFP) WORK

The following effort will be bid as FFP work.

2.1 General Support

The Contractor shall:

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

e. Prepare materials/data for presentations and perform onsite presentations as required.

2.2 Hazardous Materials Management

The Contractor shall:

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

2.3 Sustainability Program

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

The Contractor shall:

- a. Continually explore sustainability opportunities throughout MSFC.
- b. Seek waste minimization alternatives such as source reduction, reuse of materials, and recycling.
- c. Provide data and information to support the annual preparation of the MSFC Sustainability Plan. Data and information may include, but are not limited to recycling, green purchasing, chemical management and reduction, status of sustainability projects, status of meeting Center goals.

- d. Participate in sustainability working groups as requested.
- e. Support Earth Day activities on Center with display and other related activities.
- f. Support America Recycles Day activities on Center with display and other related activities.

2.4 Air Compliance Support

The Contractor shall:

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

3.0 DOCUMENTATION AND REPORTING REQUIREMENTS

3.1 Environmental Operations Plan

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

3.2 Environmental Monthly Report

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

3.3 Tier II Report

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

3.4 Toxic Release Inventory Report

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

3.5 Process Safety Report

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

3.6 Hazardous Air Pollutant Report

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

3.7 Air Emissions Estimate Report

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

3.8 Vapor Balance Test Report

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

3.9 Clean Air Act Title V Annual Compliance Report

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

3.10 Clean Air Act Title V Semi-Annual Compliance Report

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

3.11 Fuel Supplier Letter

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

4.0 GOVERNMENT FURNISHED EQUIPMENT

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

LIST OF ACRONYMS

ADEM Alabama Department of Environmental Management

CFR Code of Federal Regulations

CO Contracting Officer

COTR Contracting Officer Technical Representative

DRD Data Requirements Document

EEOH Environmental Engineering & Occupational Health

EPCRA Emergency Planning and Community-Right-to-Know Act

FFP Firm Fixed Price

HMMS Hazardous Material Management System

MSDS Material Safety Data Sheet MSFC Marshall Space Flight Center

NASA National Aeronautics and Space Administration

NETS NASA Environmental Tracking System

ODS Ozone Depleting Substance

OSHA Occupational Safety and Health Administration

RSA Redstone Arsenal

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

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

ATTACHMENT J-16 - IDIQ TASK ORDERS

TASK ORDER 01

WBS 3.2.1 BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

TASK ORDER 02

WBS 3.2.2 OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

ATTACHMENT J-16 - IDIQ TASK ORDERS

PERFORMANCE WORK STATEMENT - TASK ORDER 02

WBS 3.2.2 OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

1.0 SCOPE

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

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

2.0 DELIVERABLES

- (a) The contractor shall submit a quarterly status report for Environmental Management Support Services to MSFC during the performance period.
- (b) The Contractor shall develop, maintain and implement a Medical Quality Assurance Program in accordance with DRD 1237QE-001 that evaluates all aspects of medical care provided to ensure compliance with NPR 1800.1, NASA Occupational Health Program.
- 4.0 TRAVEL N/A
- 5.0 MATERIALS N/A

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment	Description	Pages
1	Performance Work Statement	J-1-1/J-1-28
2 3	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management	J-3-1/J-3-4
	Implementation Guide and	
	Assessment Matrix	
4	Government Property	J-4-1
	Management Plan	
5	Listing of Government Provided	J-5-1/J-5-6
	Property	
6	Wage Determination	J-6-1/J-6-10
7	Performance Requirements	J-7-1/J-7-7
	Summary	
8	Safety and Health Plan	J-8-1
9	Applicable Regulations,	J-9-1/J-9-4
	Procedures, and Documentation	
10	IDIQ Task Order Process Flow	J-10-1
	Chart	
11	Personal Identity Verification (PIV)	J-11-1/J-11-4
	Procedures	
12	Schedule of Fully Burdened IDIQ	J-12-1
	Labor Rates	
13	Occupational Health Services	J-13-1/J-13-4
	Staff Education, Certification	
	and Licensing Requirements	
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and	J-15-1
	Workplace Violence Prevention	
	Guidelines	
16	IDIQ Task Orders (WBS 3.2)	J-16-1

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	ı	PAGE OF	PAGES		
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NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812				NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov					
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E. IMPORTANT: Contractor ()	is not. (x) is required to sign this docume	ant and return	2 copies to the iss	una office	
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NAME OF OFFEROR OR CONTRACTOR

HPM CORP

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52.222-21 52.222-26 52.222-35	Prohibition of Segregated Facilities Equal Opportunity Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	FEB 1999 MAR 2007 SEPT 2006
52.222-36 52.222-37	Affirmative Action for Workers with Disabilities Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	JUN 1998 SEPT 2006
52.222-41 52.222-43	Service Contract Act of 1965 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)	NOV 2007 NOV 2006
52.222-50 52.222-54 52.223-5	Combating Trafficking In Persons Employment Eligibility Verification	AUG 2007 JAN 2009
52.223-6 52.223-10	Pollution Prevention and Right-to-Know Information Drug-Free Workplace Waste Reduction Program	AUG 2003 MAY 2001 AUG 2000
52.223-14 52.223-15	Toxic Chemical Release Reporting Energy Efficiency in Energy-Consuming Products	AUG 2000 AUG 2003 DEC 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007 DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR1984
52.225-1	Buy American Act-Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice of Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data-General	DEC 2007
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	OCT 2003

		NNM09AA03C Modification 27
52.233-1	Disputes (Alternate I)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes Fixed-Price (Alternate II)	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUNE 2007
52.245-9	Use and Charges	JUNE 2007
52.246-25	Limitation of Liability-Services	FEB 1997
52.247-63	Preference for U.SFlag Air Carriers	JUN 2003
52.247-68	Report of Shipment (RESHIP)	FEB 2006
52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

(End of Clause)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause</u>		
<u>Number</u>	<u>Title</u>	<u>Date</u>
1852.203-70	Display of Inspector General Hotline Posters	JUN 2001
1852.219-74	Use of Rural Area Small Businesses	SEP 1990
1852.223-74	Drug and Alcohol-Free Workforce	MAR 1996
1852.227-14	Rights in Data - General	
1852.237-70	Emergency Evacuation Procedures	DEC 1988
1852.243-71	Shared Shavings	MAR 1997

(End of Clause)

1.2 <u>52.204-1 APPROVAL OF CONTRACT (DEC 1989)</u>

This contract is subject to the written approval of the Procurement Officer and shall not be binding until so approved.

(End of clause)

- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

1.23 MEDICAL RECORDS CONFIDENTIALITY

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

(End of Clause)

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

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

(End of Clause)

I.25 <u>52.232-18 AVAILABILITY OF FUNDS (APR 1984)</u>

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.26 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[END OF SECTION]

AMENDM	MENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1 CONTRACT ID CODE	Ì	PAGE OF PAGES
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				A. MODIFICATION OF CONTRACT/ORDER NE)) the action is the second of
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				ion or as amended, by one of the following meth-		
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				ECIFIED MAY RESULT IN REJECTION OF YOU by telegram or letter, provided each telegram or		
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E. IMPORTAN		[x] is required to sign this document and				
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Environ	mental Management Supp	ort Services.				
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		ount of $(b)(4)$ by i	und	certification of the Co	ntı	nuing
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	ivided herein, all terms and conditions of the IND TITLE OF SIGNER (Type or print)	document referenced in Item 9A or 10A,	-	atofore changed, femains unchanged and in full it VAME_AND TITLE OF CONTRACTING OFFICE	******	
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NAME OF OFFEROR OR CONTRACTOR HPM CORP

NO	SUPPLIES/SERVICES	QUANTITY (C)	(D)	UNIT PRICE	AMOUNT (E)
)	(B)	1		\"/	
	Resolution with a Yunded-through date of October 31, 2011.				
	31, 2011.				
	2. The following pages have been hereby modified				
	and replaced in its entirety with the updated				
	slip-sheets to Contract NNNM09AA03C and its Task				
	Order 02 provided with sidebars in the right				
	margins in the specific area indicating change:				
	Pages Deleted Pages Added				
	B-4			-	
	H-6 H-6				
	H-7 H-7				
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	3. Pursuant to 12.0 Clause 1852.232-77		i i		
	Limitation of Funds (Fixed-Price Contract), the				
	Total Funds Allotted is:				
	Total FFP Total Total				
	Lump Sum IDIQ Funds				
	Value Value Obigated				
	(1- \ / 4 \				
	Previous: (b)(4)	1		ļ	
	This Mod: Current:				
	04.24.00	1		1	
	4. Except as provided herein, all terms and				
	conditions of this contract remain unchanged and				
	in full force and effect.				
	LIST OF CHANGES:)	
	Reason for Modification : Funding Only Action				
	Obligated Amount for this Modification:				
	(b)(4)			•	
	New Total Obligated Amount for this Award:			A-Leaves	
	\$9,757,010.00				
	Accounting Info:				
	62A310/6100.2560/62/FC000000/736466.01.09.08.02.0	4			
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B.5 <u>SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)</u> <u>TASK ORDERS</u>

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	*Total Task
Period Covered 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)

H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), 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: November 1, 2011 Amount: \$257,755

(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 <u>October 31, 2011</u>.
- (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

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (Option 2 to basic contract) shall be October 1, 2011 through October 31, 2011.

In the event the Government elects to exercise its option(s) pursuant to the terms of this contract/task order, the period of performance for each option shall be as set forth below:

Option Periods	Period of Performance
Option 3	November 1, 2011 – October 31, 2012
Option 4	November 1, 2012 – October 31, 2013

Should a conflict arise between the terms and conditions as shown in this Task Order 2 and the terms and conditions of the basic order, NNM09AA03C, the basic contract shall prevail.

12.0 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	The second second
Date:	November 1, 2	011	Amount:	\$0		in as annual

- (b) The Contractor agrees to perform or have performed the effort specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through **October 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.

AMENDME	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	-	1. CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PR	OJECT NO.	3 (If applicable)
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6. ISSUED BY	Y CODE	MSFC	7. ADI	MINISTERED BY (If other than Item 6)	CODE	MSFC	
Procure	rshall Space Flight C ment Office .l Space Flight Center	enter	Mai Att (25 ter	A/Marshall Space Flight 1 Code PS33 n: Teresa Mueller, ARCS 6) 544-5165 esa.a.mueller@nasa.gov		nter	0
8. NAME AND	ADDRESS OF CONTRACTOR (No., street	. county. State and ZIP Code)		shall Space Flight Center AMENDMENT OF SOLICITATION NO.	er A	T 3281	<u>Z</u>
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		11. THIS ITEM ONLY APPLIES TO	AMENDA	IENTS OF SOLICITATIONS			
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r	D. OTHER (Specify type of modification	and authority)					*
X	NFS Clause 1852.232-	77, Limitation of Fi	unds.	y 2/ 30			
E. IMPORTAN	IT: Contractor X Is not,	is required to sign this document ar	nd return	copies to the issuing	office.		
	TION OF AMENDMENT/MODIFICATION pose(s) of this modif	10 15 pt 10	ncluding s	colicitation/contract subject matter where feasib	le.)		
		Service Control of th		fications listed below:			
				Base Period Covered Date cuted in Modification 1:			
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Continue	ed						
	vided herein, all terms and conditions of th ND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A or 10	16A, I	etofore changed, remains unchanged and in ful NAME AND TITLE OF CONTRACTING OFFIC			
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED	Way 168. t	THE THAT MON		_ 16C.	DATE SIGNED
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF			
	NNM09AA03C/000029	2	3		

NAME OF OFFEROR OR CONTRACTOR HPM_CORP

NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
)	(B)	(C)	(D)	(E)	(F)
776	c) Revise Clause H.6, 1852.232-77				· · · · · · · · · · · · · · · · · · ·
ĺ	Limitation of Funds (Fixed-Price Contract) (March		1 1		
	1989) in order to reflect the obligation of \$50		1		
A	in funding for Task Order 01, Bioassay Monitoring		1 1		
	Program.		1 1		
	d) Revise Period of Performance & Payment		1 1		
	Schedule to reflect Bioassay Testing for Depleted		1 1		
	Uranium Exposures effort funded-through date of		1 1		
	May 31, 2011 for Task Order 01, Option Year 2.				
i.	a) Parrice Attachment I 4 1 6 and include DWC				
	e) Revise Attachment J, 4.1.6 and include PWS Metrics Performance Standard timeline note(*).		1 1		
- 1	metrics reflormance standard timerine note(").				
	2. Provide incremental funding to IDIQ Task				
	Order 01, OY2 pursuant to Clause 12.0, Limitation		1 1		
	of Funds in the amount of \$50.		1 1		
- 1	3. The following pages have been hereby				
	modified and replaced in its entirety with the				
	updated slip-sheets to Contract NNNM09AA03C and		1 1		
	its Task Order 01 provided with sidebars in the		1 1		
1.0	right margins in the specific area indicating		1 1		
	change:				
	Pages Deleted Pages Added				
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İ	4. Pursuant to 12.0 Clause 1852,232-77				
	Limitation of Funds (Fixed-Price Contract), the				
	Total Funds Allotted is:				
	Total FFP Total Total				
	Lump Sum IDIQ Funds		1		
	Value Value Obigated				
	Durant 2007. (b)(4)				
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EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
Ŷi.	5. Except as provided herein, all terms and				2000,530,500
	conditions of this contract remain unchanged and				
	in full force and effect.				
	LIST OF CHANGES:				
	Reason for Modification : Funding Only Action				
	Obligated Amount for this Modification: \$50.00				
	New Total Obligated Amount for this Award:				
	\$9,757,060.00				
	Incremental Funded Amount changed:				
	from \$3,132,096.00 to \$3,132,146.00	1			
	Incremental Funded Amount changed from \$2,500.00				
	to \$2,550.00				
	NEW ACCOUNTING CODE ADDED:				
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	Cost Center 62AS10				
	Amount: \$50.00				
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B. IDIQ Work

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

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

NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

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

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

<u>PRICE</u>
\$10,010,463
\$ 3,277,672

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

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

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		4
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	1	
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)

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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), 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: November 1, 2011 Amount: \$565,347

(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

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	Firm Fixed Task
Order Period	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. 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. 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		×2

10. OTHER TERMS AND CONDITIONS

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

11. ORDER OF PRECEDENCE

Should a conflict arise between the terms and conditions as shown in this Task Order and the terms and conditions of the basic order, NNM09AA03C, the basic contract shall prevail.

12. 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

- (a) Of the total price for effort provided under this Task Order, the sum of 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 <u>May 31, 2011.</u>
 - (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.

4.1.5 Hearing Conservation

(a) The Contractor shall administer hearing conservation programs for employees whose occupations, in accordance with Federal and NASA requirements, expose or may expose them to risk of hearing damage or loss. The Contractor shall ensure all hazardous noise areas are identified, documented, and appropriately posted and perform required monitoring. The contractor shall provide noise data to user organizations as requested to allow posting of potential hazardous noise locations and maintain a comprehensive listing of all hazardous noise areas at MSFC. The Contractor shall provide expert consultation in noise hazard assessment and hearing loss prevention; assess noise hazards, engineering controls and hearing protection; and coordinate a "Buy Quiet" program.

4.1.6 Offsite Support

The contractor shall at the request of the Government, provide occupational health program assistance with The Michoud Assembly Facility (MAF), in Slidell, Louisiana. This may include but not limited to a occupational health program review and consultation. This effort may include an annual site visit up to one week in duration. The contractor shall provide necessary recommendations and corrective actions, as required.

4.1.7 Asbestos Program

- (a) The Contractor shall provide services to the asbestos program to include:
 - 1. At least one AHERA inspector and AHERA Management Planner.
 - 2. At least two personnel trained to perform polarized light microscopy (PLM) and phase contrast microscopy (PCM).
 - 3. Applicable air monitoring, air/bulk sample collection, identification, and analysis, including PLM, PCM, and transmission electron microscopy (TEM), of potential asbestos containing materials (ACM), including projects being performed by onsite contractors. Bulk sampling for asbestos will be limited to reasonable support of Facilities Management Office (or other MSFC entity) activities such as building modifications and repairs.
 - Serving as the technical authority for the MSFC asbestos program and provide guidance on the requirements of Federal, State, and local occupational and environmental health regulations.
 - 5. Inspections to identify suspect ACM; risk analysis of scheduled facilities operations and maintenance where ACM is present; assessment of written asbestos abatement procedures; pre/post-abatement inspections; surveys and audits of asbestos abatement operations; clearance level air monitoring and inspections for abatement projects; and

LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 2.0, 3.0,4.0,5.0,6.0 Management	Provide planning, coordination and quality control of all activities. Provide prompt and accurate reports, plans, and schedules to assure the quality, timeliness, and cost effectiveness of all operations	5 incidents per reporting period	Review of contractor submitted data, spot inspection, and customer feedback	\$500.00 per incident over the AQL \$2500 per incident over
	The contractor shall provide staff with required skill levels. Any monetary fines received from regulatory organizations such as OSHA/EPA/NRC are the	100% of staff shall have required skill levels for specific contract functions	Review of contractor assigned personnel	the AQL
	responsibility of the contractor, if the contractor is responsible for the cited deficiency	100% compliance	Review of fines received	\$2500 per incident over the AQL
PWS 3.1.3 Emergency and Therapeutic Medicine	Prompt and accurate medical services shall be given to injured patient. If injury/illness is occupationally related, the MSFC Industrial Safety Dept. shall be notified by Close of Business (COB). Keep time away from job to a minimum for employees	100% of occupational injury/illnesses shall be reported to MSFC Industrial Safety Office by COB of the day patient was seen	Review of contractor submitted data, spot inspection, and customer feedback	\$500.00 per incident over AQL
	Patient shall receive medical attention within 15 minutes of arrival at clinic. *	95% of patients shall receive medical attention within 15 minutes of arrival to clinic.	Review of contractor submitted data and customer feedback.	\$500.00 per incident over AQL

LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 3.1.11 Ambulance Service	Provide prompt and accurate emergency medical services. Response time for all Center locations excluding 8000 building area, during normal duty hours, shall be acceptable at 4 minutes or less.	1 incident per reporting period up to 3 minutes over requirement.	Review of contractor submitted data, spot inspection, and customer feedback.	\$500.00 per incident over AQL
	Response time during normal duty hours, for 8000 building area shall be acceptable at 15 minutes. Response time for all Center locations after normal duty hours shall be acceptable at 15 minutes or less. *	0 incidents per reporting period more than 3 minutes over requirement.	Review of contractor submitted data, spot inspection, and customer feedback.	\$1000.00 per incident over AQL

^{*} This timeline may be extended if justified by the government.

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 3.1.4 Voluntary Physical Examinations	Prompt and accurate medical services shall be provided. Schedule recurring exams within a 12 to 14-month cycle. Keep time away from job to a minimum for employees. * ** Exam Part I shall not exceed 60 minutes from the time of the appointment to the completion of the exam. Part II shall not exceed 45 minutes from the time of the appointment to the completion of the appointment to the completion of the exam.	95% of exams shall not exceed the time limits 3 incidents per reporting period	Review of scheduling data. Validated customer feedback.	\$500.00 per incident over AQL \$500.00 per incident over AQL

LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 3.1.2 Job Related Physical Examinations	Prompt and accurate medical services shall be provided. Schedules shall comply with regulatory requirements. Keep time away from job to a minimum	95% of exams shall not exceed the time limits	Review of scheduling data.	\$500.00 per incident over AQL
	for employees. * ** Exam Part I shall not exceed 60 minutes from the time of the appointment to the completion of the exam. Part II shall not exceed 45 minutes from the time of the appointment to the completion of the exam.	3 incidents per reporting period	Validated customer feedback.	\$500.00 per incident over AQL
PWS 3.1.4, 3.1.9 Immunizations and other injections, tests and diagnostics required in	Provide prompt and accurate medical services as requested/required. * Keep time away from job to a minimum for employees. If not in conjunction with a basic physical exam, patient shall	95% of patients shall be seen within the time limit.	Contractor provided data	\$500.00 per incident over AQL \$500.00 per incident over AQL
addition to those offered as part of the basic physical exam.	be seen within 15 minutes of arrival.*	2 incidents per reporting period	Validated customer feedback.	

^{**} This assumes the patient is available at the scheduled appointment time; tardiness on the part of the patient will not be a factor against the contractor. The time may be extended if justified by the circumstances of the appointment.

LUMP SUM PERFORMANCE REQUIREMENTS SUMMARY (Continued)

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 4.1.7 Asbestos Monitoring	Perform air/bulk monitoring according to industry accepted/regulatory standards. Perform quarterly, annual, or as-needed routine air sampling in all buildings as dictated by the type/condition of the asbestoscontaining material. On-site sample analysis shall be performed within 2	95% of samples analyzed on-site shall be performed within 2 days following collection	Review of Contractor submitted data. Periodic Inspection	\$500.00 per incident over AQL
	working days following collection. * Sample results shall be submitted to appropriate organizations in writing within 2 working days following analysis. *	95% of all sample results shall be submitted within 2 working days to the appropriate organization	Review of Contractor submitted data. Periodic Inspection and customer feedback.	\$500.00 per incident over AQL
PWS 5.0 Health Physics	Provide accurate and professional services. Perform all tasks within appropriate (per standards) time-frame or as specified in PWS. Radioactive waste shall be disposed in accordance with NRC and DOT requirements.	0 incidents 0 incidents		

^{*} This timeline may be extended if justified by the government.

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			(256) 544-5165	
			teresa.a.mueller@nasa.o	
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NAME OF OFFEROR OR CONTRACTOR

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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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$9,986,683 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: November 1, 2011 | Amount: \$23,780

(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

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			X No	A. MODIFICATION OF CON TR ACT/ORDER N IMO 9AAO 3 C	10		
			10	B DATEO (SEE ITEM 13)		<u> </u>	
CODE 1WHJ8		FACILITY CODE	1 1	0/09/2008			
		11. THIS ITEM ONLY APPLIES TO		, ,			
The abova numbered solicitation is an	nended as set for	~			ndeđ. []isin	of extended	
				on or as amended, by one of the following meti			
Items 8 and 15, and returning				eipt of this anrendment on each copy of the off			
TO PORTUGA	***************************************						
				ILURE OF YOUR ACKNOWLEDGEMENT TO			
				ECIFIEO MAY RESULT IN REJECTION OF YO		•	
to the solicitation and this amendment,				by tetegram or letter, provided each telegram o	riettermakes	reference	
2 ACCOUNTING AND APPROPRIATION				rease: \$1	175,000.	60	
2AS10/6100.2560/FC0	00000/736	466.01.09.08.02.07	1/000	/2560/62/CASX12012D/361	.N		
13. THIS ITEM ONLY	APPLIES TO MO	DIFICATION OF CONTRACTS/ORDE	RS. IT M	DDIFIES THE CONTRACTIONDER NO. AS DE	SCRIBED IN I	TEM 14.	
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~					
CHECK ONE A THIS CHANGE ORDE OROER NO IN ITEM	R IS ISSUED PL 10A	IRSUANT TO: (Specify authority) THi	ECHANG	ES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTRAC	T .	
B. THE ABOVE NUMBER appropriation date, etc.	SET FORTH	70ROER IS MODIFIED TO REFLECT N ITEM 14, PURSUAN <b>T T</b> O THE AU	THE AU THORITY	MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b)	in paying offici	9,	
O WINCOUDD EMERGE	TACHELIER	C EASTERED BUTO DUROUANT TO	UTUAS				
C. THIS SUPPLEMENTA	IL AGREEMENT	IS ENTERED INTO PURSUANT TO A	AUHUR	RY OF:			
D OTHER (Specify type	of modification a	nd authoriti					
		•	ar i 3	852.232-77, Limitation of Pur		^	
						······································	
, tMPORTANT: Contractor		is required to sign this document ar					
			icluding s	olicitation/contract subject matter where feasib	ole.)		
he purpose(s) of thi	S MOUILL	cation is/are to:					
			_				
				mance from November 1, 3			
	ie Total			alue shall increase in			
)(4)		The	IDI	) portion for Option Pe	riod 3 s	shall	
lso be exercised at	a NTE Va	lue of \$1,500,000 w	ith a	7 Total Pctential Value	inclus	ive of	
4,989,297 for Option	Year 3.	The Total FFP Lum	p Sur	a Value for Option 3 Per	riod Cov	vered	
hall increase as fol							
revious Amount: (b	)(4)						
nis Modification:	/ /						
evised Amount:							
ontinued	conditions of the	Magazina di sa tanan Adiri da	/ c=	stafors obspaced removes weak and a second	U force of the	n.cd	
cept as provided herein all terms and on NAME AND TITLE OF SIGNER (Ty)	<del> </del>	Ancoment referenced in item SA of 10.		atolore changed, remains unchanged and in full AME_AND TITLE OF CONTRACTING OFFIC			
S. SIMBLINE HILL OF OTOMEN (19)	we jelle-tj		Į.		LIANE ON N		
			Har	ry B Craig			
5B CONTRACTOR/OFFEROR		15C DATE SIGNED	16B	NITED STATES OF AMERICA	^	16C DATE SIGNED	
			10	Walley 15/ Jan. a		11 71 1.	
Signature of person authorized	í to sign)		and the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of th	(Signature of Contracting Officer)	<b>\</b>	1424-11	
SN 7540-01-152-8070		~~ <u>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</u>			ANDARD FOR	M 30 (REV 10-83)	
reviou <b>s</b> edition unusable					escribed by GS		
				FA	R (48 CFR) 53	243	

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CONTINUES TION OFFEET		PAGE C)F
CONTINUATION SHEET	NNM09AA03C/000031	2	3

NAME OF OFFEROR OR CONTRACTOR

HPM.	CORP
5 T T 1.X	COLL

r) INO	SUPPLIES/SERVICES (B)	QUANTITY (C)	TIMU (D)	UNIT PRICE (E)	amount (F)
	2. Pursuant to Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the total funding allotted is increased by \$175,000 from \$9,986,683 to \$10,161,683 with anticipated fund-through date of November 15, 2011.				
	Total Funds Obligated	***************************************			
	Previous Amount: \$ 9,986,683 This Modification: \$ 175,000 Revised Amount: \$10,161,683				
	3. Incorporate Wage Determination No.:2005-2008; Revision No.:16; Date of Revision:06/13/2011.				
	4. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change:				
	Pages Deleted Pages Added B-2 B-2 F-1 F-1 H-6 H-7 J-1 J-1 J-6-1-thru-J-6-11 J-6-1-thru-J-6-11				
	5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.				
	LIST OF CHANGES:				
	Reason for Modification: Exercise an Option New Total Amount for this Version: \$3,489,297.00 New Total Amount for this Award: \$24,590,601.00 Obligated Amount for this Modification: \$175,000.00 New Total Obligated Amount for this Award: \$10,161,683.00 Incremental Funded Amount changed from \$0.00 to \$175,000.00 Incrementally Funded through date of 11/15/2011 Exercised option				
**************************************	NEW ACCOUNTING CODE ADDED: Account code: 62A510/6100.2560/FC000000/736466.01.09.08.02.0/1/0 Continued		4		
		**************************************	***************************************		

OONTINIIATION OUTET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE ()F
CONTINUATION SHEET	NNM09AA03C/000031	3	3

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

(A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)		amount (F)
	00/2560/62/CASX12012D/361N		<u> </u>		
	Cost Center 62AS10 Amount: \$175,000.00			***	
	Cost Center: 62AS10 G1 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 FO3: Destination				
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B. IDIQ Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as 1DIQ work. IDIQ work includes all work identified as IDIQ in Attachment J-1. IDIQ shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses I.4 Ordering, 1.5 Order Limitations, 1.6 Indefinite Quantity, and H.2 Task Ordering Procedure.

The maximum amount, not-to-exceed (NTE), of IDIQ work the Government may order is the 1DIQ ceiling dollar value for the contract base period and option periods as listed below:

NTE CEILING VALUE

Base Period	\$1,500,000
Option Period 1	\$1,500,000
Option Period 2	\$1,500,000
Option Period 3	\$1,500,000
Option Period 4	\$1,500,000
TOTAL	\$7,500,000

(End of Clause)

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

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

PERIOD COVERED	<u>PRICE</u>
Base Period 11/1/08 – 10/31/09	\$ 3,277,672
11/01/09 – 10/31/12	\$10,222,088

Total \$13,499,760

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F. 1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause <u>Number</u>	<u>Title</u>	<u>Date</u>	
52.242-15	Stop-Work Order	AUG 1989	
52.242-17	Government Delay of Work	APR 1984	
52.247-34	F.O.B. Destination	NOV 1991	

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

Clause

Number <u>Title</u> <u>Date</u>

None included by reference.

(End of Clause)

F.2 MSFC 52.237-91 PLACE OF PERFORMANCE (FEB 2001)

The Contractor shall perform the work under this contract at MSFC, surrounding areas within a 50 mile radius, other areas identified in the PWS, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.3 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract shall be from November 1, 2008 through October 31, 2012.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Option No.	Period of Performance	
1	November 1, 2009 – October 31, 2010	(Exercised)
2	November 1, 2010 – October 31, 2011	(Exercised)
3	November 1, 2011 – October 31, 2012	(Exercised)
4	November 1, 2012 – October 31, 2013	

(End of clause)

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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), 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: **TBD** Amount: **TBD**

(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 **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.
- (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

Attachment	Description	Pages	
1	Performance Work Statement	J-1-1/J-1-28	
2 3	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-6-11	
7	Performance Requirements Summary	J-7-1/J-7-7	
8	Safety and Health Plan	J-8-1	
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4	
10	IDIQ Task Order Process Flow Chart	J-10-1	
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4	
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1	
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4	
14	Acronym List	J-14-1/J-14-3	
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1	
16	IDIQ Task Orders (WBS 3.2)	J-16-1	

[END OF SECTION]

WD 05-2008 (Rev.-16) was first pested on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Diane C. Koplewski Division of Revision No.: 2005-2008

Director Wage Determinations Date Of Revision: 06/13/2011

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.47
01012 - Accounting Clerk II	14.65
01013 - Accounting Clerk III	16.77
01020 - Administrative Assistant	21.27
01040 - Court Reporter	17.16
01051 - Data Entry Operator I	11.95
01052 - Data Entry Operator II	13.89
01060 - Dispatcher, Motor Vehicle	16.31
01070 - Document Preparation Clerk	12.47
01090 - Duplicating Machine Operator	12.47
01111 - General Clerk I	10.88
01112 - General Clerk II	11.87
01113 - General Clerk III	13.86
01120 - Housing Referral Assistant	19.14
01141 - Messenger Courier	10.97
01191 - Order Clerk I	12.66
01192 - Order Clerk II	15.27
01261 - Personnel Assistant (Employment) I	14.18
01262 - Personnel Assistant (Employment) II	15.86
01263 - Personnel Assistant (Employment) III	17.70
01270 - Production Control Clerk	19.Ĭ8
G1280 - Receptionist	11.86
01290 - Rental Clerk	12.97
01300 - Scheduler, Maintenance	15.32
01311 - Secretary T	15.32
01312 - Secretary II	17.16
01313 - Secretary III	19.14
01320 - Service Order Dispatcher	13.83
01410 - Supply Technician	21.27
01420 - Survey Worker	16.81
01531 - Travel Clerk I	11.08
01532 - Travel Clerk II	11.72
01533 - Travel Clerk III	12.50

01611 - Word Processor I	13.12
01612 - Word Processor II	14.73
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.25
05010 - Automobile Body Repairer, Fibergrass 05010 - Automotive Electrician	18.61
	17.74
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	
05110 - Mobile Equipment Servicer	16.08
05130 - Motor Equipment Metal Mechanic	19.47
05160 - Motor Equipment Metal Worker	17.74
05190 - Motor Vehicle Mechanic	17.78
05220 - Motor Vehicle Mechanic Helper	13.93
05250 - Motor Vehicle Upholstery Worker	16.93
05280 - Motor Vehicle Wrecker	17.74
05310 - Painter, Automotive	17.00
05340 - Radiator Repair Specialist	17.74
05370 - Tire Repairer	12.75
05400 - Transmission Repair Specialist	19.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.14
	10.27
07042 - Cook II	7.82
07070 - Dishwasher	8.09
07130 - Food Service Worker	14.21
07210 - Meat Cutter	7.90
07260 - Waiter/Waitress	7.90
09000 - Furniture Maintenance And Repair Occupations	45.50
09010 - Electrostatic Spray Painter	17.56
09040 - Furniture Handler	13.94
09080 - Furniture Refinisher	17.56
09090 - Furniture Refinisher Helper	14.41
09110 - Furniture Repairer, Minor	15.98
09130 - Upholsterer	17.56
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.02
11090 - Gardener	12.11
11122 - Housekeeping Aide	10.02
11150 - Janitor	10.02
11210 - Laborer, Grounds Maintenance	10.00
11240 - Maid or Houseman	8.67
11260 - Pruner	9,28
11270 - Tractor Operator	12.08
11330 - Trail Maintenance Worker	10.00
11360 - Window Cleaner	10.97
	10.31
12000 - Health Occupations	15,85
12010 - Ambulance Driver	16.00
12011 - Breath Alcohol Technician	
12012 - Certified Occupational Therapist Assistant	21.95
12015 - Certified Physical Therapist Assistant	21.95
12020 - Dental Assistant	16.00
12025 - Dental Hygienist	22.48
12030 - EKG Technician	23.45
12035 - Electroneurodiagnostic Technologist	23.45

12040 - Emergency Medical Technician		15.85
12071 - Licensed Fractical Nurse I		14,30
12072 - Licensed Practical Nurse II		16.00
12073 - Licensed Practical Nurse III	•	17.84
12100 - Medical Assistant		11.87
12130 - Medical Laboratory Technician		14.07
12160 - Medical Record Clerk		12.41
12190 - Medical Record Technician		14.96
12195 - Medical Transcriptionist		13.59
12210 - Nuclear Medicine Technologist		30.65
12221 - Nursing Assistant I		9.43
12222 - Nursing Assistant II		10.61
12223 - Nursing Assistant III		11.57
12224 - Nursing Assistant IV		12.99
12235 - Optical Dispenser		15.05
12236 - Optical Technician		12.56
12250 - Optical rechnician		13.36
12280 - Phlebotomist		12.99
12305 - Radiologic Technologist		23.95
12311 - Registered Nurse I		22.94
12311 - Registered Nurse II		28.08
		28.08
12313 - Registered Nurse II, Specialist		33.97
12314 - Registered Nurse III		33.97
12315 - Registered Nurse III, Anesthetist		40.70
12316 - Registered Nurse IV		19.83
12317 - Scheduler (Drug and Alcohol Testing)		17.03
13000 - Information And Arts Occupations		20.09
13011 - Exhibits Specialist I		24.89
13012 - Exhibits Specialist II		30.45
13013 - Exhibits Specialist III		20.09
13041 - Illustrator I		24.89
13042 - Illustrator II		
13043 - Illustrator III		30.45 27.56
13047 - Librarian		15.94
13050 - Library Aide/Clerk		24.89
13054 - Library Information Technology Systems		24.09
Administrator		37. 14
13058 - Library Technician		16.14
13061 - Media Specialist I		17.95
13062 - Media Specialist II		20.09
13063 - Media Specialist III		22.40
13071 - Photographer I		16.19
13072 - Photographer II		18.70
13073 - Photographer III		22.40
13074 - Photographer IV		27.38
13075 - Photographer V		33.23
13110 - Video Teleconference Technician		17.96
14000 - Information Technology Occupations		10 55
14041 - Computer Operator I		15.55
14042 - Computer Operator II		19.13
14043 - Computer Operator III		20.49
14044 - Computer Operator IV		26.16
14045 - Computer Operator V		27.62
14071 - Computer Programmer I	(see 1)	25.00
14072 - Computer Programmer II	(see 1)	

14073 - Computer Programmer III (se	ee 1}
140.0 Oombacot 1103	ee 1)
14101 - Computer Systems Analyst I (se	ee 1)
Idrox Combacci Dipocumo Inigita	ee 1)
tares combaces olesews where the	ee 1)
14150 - Peripheral Equipment Operator	15.55
14160 - Personal Computer Support Technician	26.16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.35
15020 - Aircrew Training Devices Instructor (Rated)	35.52
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	30.52
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	22.01
15090 - Technical Instructor	18.91
15095 - Technical Instructor/Course Developer	23.11
15110 - Test Proctor	17.16
15120 - Tutor	17.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupa	ations
16010 - Assembler	8,30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	10.44
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.03
16220 - Tailor	11.64
16250 - Washer, Machine	9.00
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.44
19040 - Tool And Die Maker	29.82
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.82
21030 - Material Coordinator	19.18
21040 - Material Expediter	19.18
21050 - Material Handling Laborer	10.48
21071 - Order Filler	10.87
21080 - Production Line Worker (Food Processing)	14.82
21110 - Shipping Packer	12.98
21130 - Shipping/Receiving Clerk	12.98
21140 - Store Worker I	12.06
21150 + Stock Clerk	16.35
21210 - Tools And Parts Attendant	14.82
21410 - Warehouse Specialist	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.61
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23,35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	17.44
23050 - Aircraft, Painter	19.32
23060 - Aircraft Servicer	19.34

23080 - Aircraft Worker	20.27
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.66
23125 - Cable Splicer	19.76
23130 - Carpenter, Maintenance	17,56
	17.29
23140 - Carpet Layer	23.21
23160 - Electrician, Maintenance	19.44
23181 - Electronics Technician Maintenance I	25.55
23182 - Electronics Technician Maintenance II	
23183 - Electronics Technician Maintenance III	26.62
23260 - Fabric Worker	16,54
23290 - Fire Alarm System Mechanic	18.79
23310 - Fire Extinguisher Repairer	15.72
23311 - Fuel Distribution System Mechanic	18.79
23312 - Fuel Distribution System Operator	16.80
23370 - General Maintenance Worker	16,43
23380 - Ground Support Equipment Mechanic	22.24
	19.34
23381 - Ground Support Equipment Servicer	20.27
23382 - Ground Support Equipment Worker	15.48
23391 - Gunsmith I	17.06
23392 - Gunsmith II	
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning	18.38
Mechanic	
23411 - Heating, Ventilation And Air Conditioning	19.30
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
	17.99
23465 - Laboratory/Shelter Mechanic	11.36
23470 - Laborer	18.04
23510 - Locksmith	23.32
23530 - Machinery Maintenance Mechanic	18.59
23550 - Machinist, Maintenance	
23580 - Maintenance Trades Helper	14.41
23591 - Metrology Technician I	22.82
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.74
23640 - Millwright	20.67
23710 - Office Appliance Repairer	22.90
23760 - Painter, Maintenance	17.56
23790 - Pipefitter, Maintenance	19,29
23810 - Plumber, Maintenance	18.43
23820 - Preudraulic Systems Mechanic	18.83
	18.83
23850 - Rigger	17.29
23870 - Scale Mechanic	18.81
23890 - Sheet-Metal Worker, Maintenance	
23910 - Small Engine Mechanic	17.06
23931 - Teletommunications Mechanic I	18.89
23932 - Telecommunications Mechanic II	20.87
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.83
23978 - Woodcraft Worker	18.83
23980 - Woodworker	16.43
20000 "004"01"01	

24000 - Personal Needs Occupations 24570 - Child Care Attendant 24580 - Child Care Center Clerk 24610 - Chore Aide 24620 - Family Readiness And Support Services	8.56 10.68 10.19 12.61
Coordinator 24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations 25010 - Boiler Tender 25040 - Sewage Plant Operator 25070 - Stationary Engineer 25190 - Ventilation Equipment Tender 25210 - Water Treatment Plant Operator	20.75 19.88 20.75 14.85 19.88
27000 - Protective Service Occupations 27004 - Alarm Monitor 27007 - Baggage Inspector 27008 - Corrections Officer 27010 - Court Security Officer 27030 - Detection Dog Handler 27040 - Detention Officer 27070 - Firefighter 27101 - Guard I 27102 - Guard II 27131 - Police Officer II	13.83 10.85 15.28 16.82 13.55 15.28 16.82 10.85 13.55 18.64 20.71
28000 - Recreation Occupations 28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Equipment Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard 28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant 28515 - Recreation Specialist 28630 - Sports Official 28690 - Swimming Pool Operator 29000 - Stevedoring/Longshoremen Occupational Services 29010 - Blocker And Bracer 29020 - Hatch Tender 29030 - Line Handler 29041 - Stevedore I 29042 - Stevedore II 30000 - Technical Occupations	10.11 10.62 8.38 14.06 12.21 15.73 11.48 17.94 12.53 15.65 17.70 17.70 17.70 16.90 18.56
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 30021 - Archeological Technician I 30022 - Archeological Technician II 30023 - Archeological Technician III 30030 - Cartographic Technician 30040 - Civil Engineering Technician 30061 - Drafter/CAD Operator I 30062 - Drafter/CAD Operator III 30063 - Drafter/CAD Operator IV	35.77 24.66 27.16 18.60 20.81 25.48 25.48 22.83 18.60 20.81 23.21 28.55

30081 - Engineering Technician I	15.98
30082 - Engineering Technician II	18.00
30083 - Engineering Technician III	21.00
30084 - Engineering Technician IV	28.62
30085 - Engineering Technician V	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	25.48
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	
	25.48
30361 - Paralegal/Legal Assistant 1	18.54
30362 - Paralegal/Legal Assistant II	22.98
30363 - Paralegal/Legal Assistant III	28.11
30364 - Paralegal/Legal Assistant IV	34.01
30390 - Photo-Optics Technician	25.48
30461 - Technical Writer I	21.30
30462 - Technical Writer II	26.06
30463 - Technical Writer III	31.52
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	23.21
Surface Programs	
30621 - Weather Observer, Senior (see 3)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	
	13.94
31043 - Driver Courier	14.96
31260 - Parking and Lot Attendant	10.11
31290 - Shuttle Bus Driver	16.25
31310 - Taxi Driver	10.90
31361 - Truckdriver, Light	16.25
31362 - Truckdriver, Medium	16.82
31363 - Truckdriver, Heavy	17.62
31364 - Truckdriver, Tractor-Trailer	
	17.62
99000 - Miscellaneous Occupations	
99030 - Cashier	9.30
99050 - Desk Clerk	8.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	
	22.65
99410 - Pest Controller	12.76
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16,30
99730 - Refuse Collector	12.79
99810 - Sales Clerk	
	11.63
99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	17.75
99831 - Surveying Aide	10.94
99832 - Surveying Technician	14.97
99840 - Vending Machine Attendant	13.90
99841 - Vending Machine Repairer	15.93
	10.73

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Attachment J-6

99842 - Vending Machine Repairer Helper

13.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer centributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Req. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOO'INOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AFPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 F.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) AIR TRAFFIC CONTROLLERS AND WEATHER CBSERVERS ~ NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity ro ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Sovernment contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the acrual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 tents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)/2) of Regulations 29 CFR Part 4).

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4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a tonformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center Procurement Office Marshall Space Flight Center Mail Code PS33 Attr: Teresa Mueller, ARCS (256) 544-5165 teresa a. mueller@nasa.gov Marshall Space Flight Center AL 35812 Read And Address of Contractor (www. steel vowely, Stell a wat ZP code) Marshall Space Flight Center AL 35812 MARSHAMENDMENT OF SOLICITATION NO Marshall Space Flight Center AL 35812 MARSHAMENDMENT OF SOLICITATION NO MARSHAMENDMENT OF SOLICITATION NO MARSHAMENDMENT OF SOLICITATION NO MARSHAMENDMENT OF SOLICITATION NO MARSHAMENDMENT OF CONTRACTION OF CONTRACTIONDER NO MARSHAMENDMENT OF SOLICITATION NO MARSHAMENDMENT	AMENDMENT C	F SOLICITATION/MODIF	CATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
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STANDARD FORM 30 (REV t0-83) Prescribed by GSA FAR (48 CFR) 63 243

			
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CONTINUATION SHEET	NNM09AA03C/000032	2	2

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

ГЕМ NO. (A)	SUPPLIES/SEI (B)	RViCES	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total FFP Lump Sum Value Base thru OY2	Total FFP Lump Sum Obligations Base thru OY2				
	Previous: (b)(4) This Mod:	\$ 9,972,632 \$ 37,831				
	Revised:	\$10,010,463				
	3. The following paragraph modified. Slip-sheets to the provided with sidebars indi-	e contract are				
	Pages Deleted	Pages Added				
	H-6	H-6				
	H+7	H+7				
	4. Except as provided here conditions of this contract in full force and effect.		***************************************			
	LIST OF CHANGES:					
	Reason for Modification : For Obligated Amount for this Model New Total Obligated Amount : \$10,199,514.00	odification: \$37,831.00	The state of the s			
	NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000 1/000/2560/62/CASX12012D/361 Cost Center 62AS10 Amount: \$37,831.00 FOB: Destination					
İ						
Andrew American						

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 <u>1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u> (MARCH 1989)

(a) Of the total price of items identified as FFP (Lump Sum), the sum of \$10,199,514 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: \$3,447,134

(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 **October 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 elause, 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

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
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CONTINUATION SHEET	NNM09AA03C/000033	2	2

NAME OF OFFEROR OR CONTRACTOR HPM CORP

HPM COR	P				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	TNUOMA
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B.5 <u>SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)</u> <u>TASK ORDERS</u>

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	<u> </u>
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)

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 (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: TBD Amount: \$3,440,134

(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)(I) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 31, 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

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:

Option Periods	Period of Performance	
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

Monthly	Period End Date	Separate
Invoice	for Invoice(s)	Invoice Amount
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		

NNM09AA03C Task Order 02
Modification 33

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 \$18,501 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.

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CONTINUATION SHEET	NNM09AA03C/000034	2	3

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

10	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUN
	(B)	(C)	(D)	(E)	(F)
	from the renumbering of pages specified in this				
	modification.				
	d) Revise Attachment J-16-IDIQ Task				
	Orders Header Numbering & Page Number(s) in				
	entirety.				
	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 aliotted to FFP Lump Sum				
	is (b)(4) inclusive of funding obligated to				
	IDIQ Task Orders 01 & 02.			union de la companya	
	3. Clause H.6, Limitation of Funds (Fixed-Price				
į	Contract) is revised to reflect the obligation of				
Į	\$290,775 in funding and revision of the funding			***	
	coverage date through December 15, 2011.			İ	
ı				ļ	
	4. Pursuant to 12.0 Clause 1852.232-77				
	Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:				
	Total Tands Misocco 15.				
	Total FFP Total Total				
	Lump Sum IDIQ OY3 Funds		f		
l	Value Value Obligated				
	Previous: (b)(4)				
	This Mod:				
1	Current:		ļ		
	5. The following pages have been hereby modified				
	and replaced in its entirety with the updated slip-sheets to Contract NNMO9AA03C and its Task				
	Orders provided with sidebars in the right				
	margins in the specific area indicating change:				
	Pages Deleted Pages Added	***************************************	ĺ	Ĭ	
l	B-3 B-4 B-4			ļ	
	B-4 H-6 H-6	ļ			
	H-7 H-7				
	J-1 J-1		-		
-	J-16-2 (see below)			İ	
	(TO 1) 1-4 (TO 1) J-16-2 - J-16-6		ļ		
	(TO 2) 1~10 (TO 2) J-16-7 - J-16-18		l		
1	Continued				
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CONTINUATION SHEET NNM09AA03C/000034	3	3

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

EM NO	SUPPLIES/SERVICES	QUANTITY	1 1	UNITERICE	TAUOMA
(A)	(B)	(₾}	(D)	(E)	(F)
	6. Except as provided herein, all terms and				
	conditions of this contract remain unchanged and				
	in full force and effect.				
	LIST OF CHANGES:				
	Reason for Modification : Funding Only Action			1	
	Total Amount for this Version:				
	(b)(4) Obligated Amount for this Modification:			\	
	(b)(4)				
	New Total Obligated Amount for this Award:			1	
	\$10,497,289				
	Incremental Funded Amount for OHS GY3 changed:	ļ			
	from \$175,000 to \$465,775			İ	
	NEW ACCOUNTING CODE ADDED:	1			
	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		i i		
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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 <u>SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)</u> 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	*Total Task
Period Covered	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 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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

- (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

Attachment	Description	Pages
1 2 3	Performance Work Statement Data Procurement Document Safety Health Management Implementation Guide and Assessment Matrix	J-1-1/J-1-28 J-2-/J-2-38 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	Firm Fixed Task
Order Period	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	Total Control of the	

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	Firm Fixed
Order Period	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:

Option Periods	Period of Performance	
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

Monthly	Period End Date	Separate
Invoice	for Invoice(s)	Invoice Amount
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:

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.

NNM09AA03C Task Order 02
Modification 34

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 Governmentprovided 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.msfe.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.
- t) 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.

NNM09AA03C Task Order 02
Modification 34

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			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CT	1 CONTRACTID CODE PAGE OF PAGES				
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separate letter or telegram which includes a ri THE PLACE DESIGNATED FOR THE RECE	eference to the solicitation and ame IPT OF OFFERS PRIOR TO THE F e an offer already submitted, such c	endment numbe HOUR AND DA change may be	ging receipt of this amendment on each copy of the of its FAILURE OF YOUR ACKNOWLEDGEMENT TO TE SPECIFIED MAY RESULT IN REJECTION OF YO made by telegram or letter, provided each telegram or led.	BE RECEIVED AT OUR OFFER If by			
12 ACCOUNTING AND APPROPRIATION DATE	「A (If required)	Net	Increase: (b	0)(4)			
See Schedule	······································		. IT MODIFIES THE CONTRACT/ORDER NO. AS DE				
	ONTRACT/ORDER IS MODIFIED T FORTH IN ITEM 14, PURSUANT EEMENT IS ENTERED INTO PUR		HE ADMINISTRATIVE CHANGES (such as changes ORITY OF FAR 43 103(b) THORITY OF	in paying office,			
D OTHER (Specify type of mod	dication and authority.	,,.,.					
	232-77, Limitatio	n of Fur	ıds				
	s not,		^) office			
14 DESCRIPTION OF AMENDMENT/MODIFIC The purpose(s) of this mo			uding solicitalion/confract subject matter where feasib	/e)			
Services (EMSS), pursuant amount of $ H_{N/A} $ increases	t to Clause 10.0 I asing the allotmen date of December	Limitati nt (TDIQ 31, 201_	1. Total funding allotted	ontract} in the with			
2. Pursuant to Clause H. Allotted is: Continued	.6 Limitation of F	unds (F	ixed-Price Contract), the 1	fotal Funds			
	ns of the document referenced in It	em 9A or 10A.	as herelofore changed remains unchanged and in ful	I force and effect			
ISA NAME AND TITLE OF SIGNER (Type or pr			16A. NAME AND TITLE OF CONTRACTING OFFIC Jeffrey S Jackson				
ISB CONTRACTOR/OFFEROR	ISC DATE		16B UNITED STATES OF AMERICA	16C DATE SIGNED			
(Signature of tierson authorized to sign) NSN 7540-01-152-8070			Signalure of Contracting Officer)				

NSN 7540-01-152-8670 Previous edition unusable Prescribed by GSA FAR (48 CFR) 53 243

		1	
	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	NNM09AA03C/000035	2	2

NAME OF OFFEROR OR CONTRACTOR

NO	SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMOUNT
)	(里)	(C)	(D)	(E)	(F)
	Total FFP Total Total				
	Lump Sum TO2 Funds	1			
	Value Value Obligated				
	Frevious: (b)(4)				
	This Mod:				
	Current:				
	3. The following pages have been hereby modified				
	and replaced in its entirety with the updated	1	1	1	
	slip-sheets to Contract NNMO9AAO3C and its Task				
	Order 2 provided with sidebars in the right margins in the specific area indicating change:				
	margins in the specific area indicating change.				
	Pages Deleted Pages Added			 	
	H-6 H-6				
	J-16-8 J-16-8			***************************************	
	J-16-10 J-16-10				
				\	
	4. Except as provided herein, all other terms				
	and conditions of this contract remain unchanged				
	and in full force and effect.				
				-	
	LIST OF CHANGES:			ļ	
	Reason for Modification : Funding Only Action				
	Total Amount for this Version:				
	\$158,389 Obligated Amount for this Modification:				
	<u> </u>				
	(b)(4) New Total Obligated Amount for this Award:				
	\$10,515,565				
	Incremental Funded Amount for IDIQ/TO2:				
	changed from \$18,501 tc \$36,777				
	NEW ACCOUNTING CODE ADDED:	İ			
	Account code:				
	62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/			1	
	1/000/2560/62/CASX12012D/361N/1/2			ı	
	Cost Center 62AS10			1	
	GI Account 6100.2560 Order FCC00000				
	Amount: \$18,276				
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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 \$10,515,565 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: \$3,145,134

(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

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	Firm Fixed
Order Period	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:

Option Periods	Period of Performance	
Option 3	November 1, 2011 – October 31, 2012	(Exercised)
Option 4	November 1, 2012 – October 31, 2013	

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: Monthly Amount: See Schedule 7.0

- (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 **December 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.

AMENDMENT OF SOLICITATION/MODIF	ICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE (F PAGES
				1	2
2. AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE		EQUISITION/PURCHASE RÉQ. NO.	5 PROJECT N	3. (ff appticable)
36 6 ISSUED BY COS	See Block 16C		00419612	CODE	
6 ISSUED BY COS	MSFC MSFC	/. ^	DMiNISTERED BY (If other than Item 6)	CODE MSE	
NASA/Marshall Space Flight Procurement Office Marshall Space Flight Cent		Má At (2 te	SA/Marshall Space Flight il Code PS33 tn: Teresa Mueller, ARCS 56) 544-5165 resa.ā.mueller@nasa.gov rshall Space Flight Cent	3	12
8 NAME AND ADDRESS OF CONTRACTOR (No., si	reet, county. Stare and ZIP Code)		PA. AMENDMENT OF SOLICITATION NO.	-G1 W7 220	3. 4.
		(x)			
HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338			B DATED (SEE (TEM 11)		
			IOA MODIFICATION OF CONTRACT/ORDER I	NO.	
			IOB. DATED (SEE ITEM 13)		
CODE 1WHJ8	FACILITY CODE		10/09/2008		
	11. THIS ITEM ONLY APPLIES	TO AMEN	DMENTS OF SOLICITATIONS		
THE PLACE DESIGNATED FOR THE RECEIPT CONTROL of this amendment you desire to change and to the solicitation and this amendment, and is receiff. 12. ACCOUNTING AND APPROPRIATION DATA (Iff. See Schedule.)	offer already submitted, such change moved phor to the opening hour and date	ay be mad specified	e by telegram or letter, provided each telegram o		rence
13. THIS ITEM ONLY APPLIES TO	MODIFICATION OF CONTRACTS/OR	IDERS. IT	MODIFIES THE CONTRACT/ORDER NO. AS DI	ESCRIBED IN ITE	1 14.
B THE ABOVE NUMBERED CONTR appropriation date, etc.) SET FOR		ECT THE A AUTHORI	NGES SET FORTH IN STEM 14 ARE MADE IN ADMINISTRATIVE CHANGES (such as changes by OF FAR 43, 103(b)		
o made of real management	ENTING ENTENES INTO FOR GOVINT	7.0110	1071 01		
D OTHER (Specify type of modificati	on and authority)				
X NFS Clause 1852.232	2-77, Limitation of	Funds			
E. IMPORTANT: Contractor (X) is not.	is required to sign this documen	nt and retur	n O copies to the issuir	ng office.	
t4.DESCRIPTION OF AMENDMENT/MODIFICATION The purpose(s) of this modified the purpose is a second to the second three purposes and the second three purposes are the second to the second three purposes and the second three purposes are the second three purposes are the second three purposes are the second three purposes are three purposes.			g solicitation/contract subject matter where feasi	ble)	
of Funds in the amount of S Occupational Health Service date January 31, 2012. Tot funding obligated to IDIQ T	406,550, increasing s (OHS) from \$465,7 al funding allotted ask Orders 01 & 02.	the (75 to to F)	\$872,325 with anticipat FP Lump Sum is \$10,922,1	Sum; for ed fund-t 15 inclus	hrough ive of
2. Revise Clause H.6 Limit of \$406,550 in funding, wit					
Continued	the decument referenced in flow 64	- 40A	protofore changed regering to shanged	ud forma and -st4	
Except as provided herein, all terms and conditions of t5A_NAME AND TITLE OF SIGNER (Type or print)	the document referenced in Item 9A or	t6A	NAME AND TITLE OF CONTRACTING OFFI)
ACC. COLUMN CATOR CONTERIOR	1124 212		ffrey S Jackson		2 DATE CONTE
t58 CONTRACTOR/OFFEROR	t5C. DATE SIGNED	168 ע	UNITED STATES OF AMERICA	16	C DATE SIGNED

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV t0-83) Prescribed by GSA FAR (48 CFR) 53 243 KEKKEKKEKTERTER REFERENTER KROBERTER KROBERTER BERTAREN FORMATION FORMATION FORMATION FOR THE FORMATION FOR

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE C)F
	NNM09AA03C/36	2	2

NAME OF OFFEROR OR CONTRACTOR HPM CORP

m no A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3. Pursuant to Clause H.6 Limitation of (Fixed-Price Contract), the Total Funds is:	f Funds		, 3-7	(1)
	Total FFP Total FFP Total Lump Sum IDIQ Fund Value Value Obl	•			
	Previous: (b)(4) \$158,389 \$10. This Mod: \$ 0 \$ Current: \$158,389 \$10.	406,550			
	4. The following pages are hereby modified replaced in their entirety with the updated slip-sheets to Contract NNM09AA03C provisidebars in the right margins in the spearea indicating change:	ated ided with			
	Pages Deleted Pages Added H-6 H-6 H-7 H-7				
	5. Except as provided herein, all terms conditions of this contract remain unchain full force and effect.				
	LIST OF CHANGES: Reason for Modification: Funding Only A Obligated Amount for this Modification: \$406,550 New Total Obligated Amount for this Awar \$10,922,115 Incremental Funded Amount for OHS OY3 ch from: \$465,775 to \$872,325.	rd:			
The state of the s	NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.0 1/000/2560/62/CASX1Z012D/361N/1/2 Cost Center 62AS10 GI Account 5100.2560 Order FC000000 Amount: \$406,550 FOB: Destination	9.08.02.0/			

H.5 <u>1852.225-70 EXPORT LICENSES (FEB 2000)</u>

- (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 <u>LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)</u>

(a) Of the total price of items identified as FFP (Lump Sum) and IDIQ Task Orders, the sum of *\$10,922,115 (* FFP Lump Sum \$10,901,064 plus IDIQ \$21,051) 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: \$2,736,034

(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 **January 31, 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