

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 12/01/2008	4. REQUISITION/PURCHASE REQ. NO. 4200272075	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812	CODE MSFC	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	CODE MSFC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C 10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$900,000.00

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(b) & the Limitation of Funds clause
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to provide incremental funding in the amount of \$900,000 pursuant to the "Limitation of Funds" clause. Accordingly, the following changes are made:

	Total NTE Lump Sum Contract Value	Total Funds Obligated
Previous Amt.	\$3,277,672	\$ 264,880
This Mod	-0-	900,000
Revised Amt.	\$3,277,672	\$1,164,880

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anna C Stovall	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Anna C. Stovall (Signature of Contracting Officer)	16C. DATE SIGNED 12/01/2008

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/ 0001PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>A. Paragraph H.6, 1852.232-77 "Limitation of Funds"</p> <p>(a) Increase the total sum allotted by \$900,000 from \$264,880 to \$1,164,880.</p> <p>(a) Revise the scheduled allotment date from December 1, 2008 to March 10, 2009.</p> <p>(c)(1) Change the funded through date from December 1, 2008 to March 10, 2009.</p> <p>B. The modification made in A above is 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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted</td><td>Page(s) Added</td></tr><tr><td>H-6, H-7</td><td>H-6, H-7</td></tr></table> <p>C. Contractor's Statement of Release:</p> <p>In consideration of the modification(s) agreed to 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 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.</p> <p>D. Except as provided for herein, there are no other changes to NNM09AA03C.</p> <p>MSFC 62AS10-6100.2560-FC000000-736466.01.09.08.02- - - - -000-2560-62-CASX22009D-361N \$900,000.00 \$0.00</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p>	Page(s) Deleted	Page(s) Added	H-6, H-7	H-6, H-7				
Page(s) Deleted	Page(s) Added								
H-6, H-7	H-6, H-7								

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 **\$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 **March 10, 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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE 01/06/2009		4. REQUISITION/PURCHASE REQUEST NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

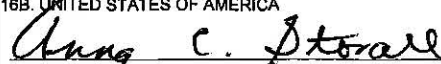
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(b)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

This modification is hereby issued to make an administrative change to NNM09AA03C outline agreement 533 requirement in CMM, which interfaces with SAP (NASA's software). The 533 indicator block was checked as yes. This was done in error, and is changed to reflect no.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anna C Stovall	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/06/2009

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 00002A		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (b)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

This modification is hereby issued to make an administrative change in the Contracting Officer (CO). The CO will change from PS32/Anna C. Stovall to PS33/Bobby J. Holden effective February 3, 2009.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anna C Stovall	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 02/03/2009

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 00002B		3. EFFECTIVE DATE 02/11/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (b)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

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

This modification is hereby issued to make an administrative change in the Contracting Officer (CO). The CO will change from MFH/Anna C. Stovall to MGF/Bobby J. Holden effective February 11, 2009.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 02/11/2009

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 00002C		3. EFFECTIVE DATE 02/20/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

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	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

This modification is hereby issued to make an administrative change to transfer ownership of contract from MFH/Anna C. Stovall to MGF/Bobby J. Holden effective February 11, 2009.

LIST OF CHANGES:

Purchasing Group changed to : MGF

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 02/20/2009

NSN 7540-01-152-8070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE 03/18/2009		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

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12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$313,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds Clause

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.


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

The purpose of this modification is to provide incremental funding in the amount of \$313,000 pursuant to the "Limitation of Funds" clause. Accordingly, the following changes are made:

Total NTE Lump Sum	Total Funds
Contract Value	Obligated
Previous Amt. \$3,277,672	\$1,164,880
This Mod -0-	313,000
Revised Amt. \$3,277,672	\$1,477,880

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/18/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000003PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Paragraph H.6, 1852.232-77 "Limitation of Funds"</p> <p>(a) Increase the total sum allotted by \$313,000 from \$ 1,477,800 to \$1,164,880.</p> <p>(a) Revise the scheduled allotment date from December 1, 2008 to March 31, 2008.</p> <p>(c) (1) Change the funded through date from December 1, 2008 to April 14, 2008.</p> <p>B. The modification made in A above is 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 is included in the right margin in the specific area of change.</p> <p>Page(s) Deleted Page(s) Added H-6, H-7 H-6, H-7</p> <p>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 Obligated Amount for this Modification: \$313,000.00 New Total Obligated Amount for this Award: \$1,477,880.00 Incremental Funded Amount changed: from \$1,164,880.00 to \$1,477,880.00 CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: \$313,000.00 Incremental Funded Amount changed from \$1,164,880.00 to \$1,477,880.00 Incrementally Funded through date changed from 03/10/2009 to 04/14/2009</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02/00 0/2560/62/CASX22009D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Quantity: 0 Amount: \$172,000.00 Percent: 5.24763 Subject To Funding: Payment Address:</p> <p>Continued</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000003PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02/00 0/2560/62/CASX22009D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Quantity: 0 Amount: \$141,000.00 Percent: 4.30183 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000004		3. EFFECTIVE DATE 04/15/2009		4. REQUISITION/PURCHASE REQ. NO. 4200289009	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$500,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds Clause

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding in the amount of \$500,000 pursuant to the "Limitation of Funds" clause. Accordingly, the following changes are made:

Total NTE Lump Sum	Total Funds
Contract Value	Obligated
Previous Amt. \$3,277,672	\$1,477,880
This Mod -0-	500,000
Revised Amt. \$3,277,672	\$1,977,880

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Bobby J. Holden</i> (Signature of Contracting Officer)	16C. DATE SIGNED 04/15/2009
(Signature of person authorized to sign)			

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

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>A. Paragraph H.6, 1852.232-77 "Limitation of Funds"</p> <p>(a) Increase the total sum allotted by \$500,000 from \$ 1,477,800 to \$1,977,880.</p> <p>(a) Revise the scheduled allotment date from December 1, 2008 to June 9, 2009.</p> <p>(c)(1) Change the funded through date from December 1, 2008 to June 9, 2009.</p> <p>B. The modification made in A above is 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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted</td><td>Page(s) Added</td></tr><tr><td>H-6, H-7</td><td>H-6, H-7</td></tr></table> <p>LIST OF CHANGES:</p> <p>Obligated Amount for this Modification: \$500,000.00</p> <p>New Total Obligated Amount for this Award: \$1,977,880.00</p> <p>Incremental Funded Amount changed: from \$1,477,880.00 to \$1,977,880.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2</p> <p>Obligated Amount for this modification: \$500,000.00</p> <p>Incremental Funded Amount changed from \$1,477,880.00 to \$1,977,880.00</p> <p>Incrementally Funded through date changed from 04/14/2009 to 06/09/2009</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02/00 0/2560/62/CASX22009D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$500,000.00</p> <p>Percent: 15.25473</p> <p>Subject To Funding:</p> <p>Payment Address:</p> <p>Delivery Location Code: MSFC</p> <p>NASA/Marshall Space Flight Center</p> <p>Continued ...</p>	Page(s) Deleted	Page(s) Added	H-6, H-7	H-6, H-7				
Page(s) Deleted	Page(s) Added								
H-6, H-7	H-6, H-7								

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 **\$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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000005		3. EFFECTIVE DATE 06/11/2009		4. REQUISITION/PURCHASE REQ. NO. 4200292837	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,299,792.00
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds Clause

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to provide incremental funding in the amount of \$500,000 pursuant to the "Limitation of Funds" clause. Accordingly, the following changes are made:

Total NTE Lump Sum Contract Value	Total Funds Obligated
Previous Amt. \$3,277,672	\$1,977,880
This Mod -0-	\$1,299,972
Revised Amt. \$3,277,672	\$3,277,672

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED 06/11/2009	
(Signature of person authorized to sign)		(Signature of Contracting Officer) Bobby J Holden	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000005PAGE OF
2 4NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>A. Paragraph H.6, 1852.232-77 "Limitation of Funds"</p> <p>(a) Increase the total sum allotted by \$1,299,972 from \$1,977,880 to \$3,277,672.</p> <p>(a) Revise the scheduled allotment date from June 9, 2009 to October 31, 2009.</p> <p>(c)(1) Change the funded through date from June 9, 2009 to October 31, 2009.</p> <p>B. The modification made in A above is 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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted</td><td>Page(s) Added</td></tr><tr><td>H-6, H-7</td><td>H-6, H-7</td></tr></table> <p>LIST OF CHANGES:</p> <p>Obligated Amount for this Modification: \$1,299,792.00</p> <p>New Total Obligated Amount for this Award: \$3,277,672.00</p> <p>Incremental Funded Amount changed: from \$1,977,880.00 to \$3,277,672.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2</p> <p>Obligated Amount for this modification: \$1,299,792.00</p> <p>Incremental Funded Amount changed from \$1,977,880.00 to \$3,277,672.00</p> <p>Incrementally Funded through date changed from 06/09/2009 to 10/31/2009</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62AS20/6100.2560/62/FC000000/921179.01.08.01.AS20/ .09/000/2560/62/CASX22009R/CASP/1/2</p> <p>Cost Center 62AS20</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$19,342.00</p> <p>Percent: .59011</p> <p>Subject To Funding:</p> <p>Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>Continued ...</p>	Page(s) Deleted	Page(s) Added	H-6, H-7	H-6, H-7				
Page(s) Deleted	Page(s) Added								
H-6, H-7	H-6, H-7								

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000005PAGE OF
3 4NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	62AS01/6100.2560/62/FC000000/736466.01.09.08.01/00 0/2560/62/CASX22009D/361N/1/2 Cost Center 62AS01 GI Account 6100.2560 Order FC000000 Quantity: 0 Amount: \$61,000.00 Percent: 1.86108 Subject To Funding: Payment Address: NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/FC000000/736466.01.09.08.02/000/2 560/62/CASX22009D/361N Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Quantity: 0 Amount: \$1,219,450.00 Percent: 37.20476 Subject To Funding: N Payment Address: Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

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 **\$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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000006		3. EFFECTIVE DATE JUN 23 2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes Fixed Price
	D. OTHER (Specify type of modification and authority)

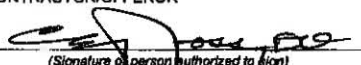
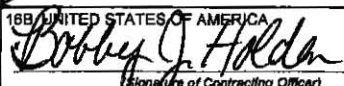
E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to update the Variation in Quantity Clause, Update the Performance Work Statement, Update Data Procurement Document and Occupational Health Services Staff Education Certification and Licensing Requirement. Accordingly, the following changes are made:

	Total NTE Lump Sum	Total Funds
	Contract Value	Obligated
Previous Amt.	\$3,277,672	\$3,277,672
This Mod	-0-	\$ -0-
Revised Amt.	\$3,277,672	\$3,277,672
Continued ...		

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) CHARLES E. ROSS, D.O. PROGRAM MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 6-13-09		16C. DATE SIGNED 6/23/09	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000006PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

HPM CORP															
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)										
	<p>A. Paragraph F.5 , Variation In Quantity (Lump Sum) is hereby deleted in it's entirety and replaced with the updated Paragraph F.5.</p> <p>B. Attachment J-1, Performance Work Statement for Occupations Health Services is hereby deleted in't entirety and replaced with the updated Attachment J-1.</p> <p>C. Attachment J-2, Data Procurement Document is hereby deleted in it's entirety and replaced with the updated Attachment J-2.</p> <p>D. Attachment J-13, Occupational Health Services Staff Education Certification and Licensing is hereby deleted in it's entirety and replaced with the updated Attachment 13.</p> <p>E. 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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted</td><td>Page(s) Added</td></tr><tr><td>F-3</td><td>F-3</td></tr><tr><td>J-1-1 thru J-1-31</td><td>J-1-1 thru J-1-29</td></tr><tr><td>J-2-1 thru J-2-38</td><td>J-2-1 thru J-2-34</td></tr><tr><td>J-13-1 Thru J-13-4</td><td>J-13-1- thru J-13-4</td></tr></table> <p>LIST OF CHANGES: Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$0.00 New Total Amount for this Award: \$17,355,193.00</p>	Page(s) Deleted	Page(s) Added	F-3	F-3	J-1-1 thru J-1-31	J-1-1 thru J-1-29	J-2-1 thru J-2-38	J-2-1 thru J-2-34	J-13-1 Thru J-13-4	J-13-1- thru J-13-4				
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F-3	F-3														
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J-2-1 thru J-2-38	J-2-1 thru J-2-34														
J-13-1 Thru J-13-4	J-13-1- thru J-13-4														

(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).
 - 3) 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.
- (l) 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 short-term 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.
- (l) 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.

Documentation Reduction: 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 Lump Sum FFP Requirements

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 deemed 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, hexavalent 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).

- (l) 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 PROCUREMENT DOC.
NO. ISSUE
1237 Revision A

NNM09AA03C

CONTRACT/RFP

EXHIBIT NUMBER

J-2

ATTACHMENT NUMBER

Occupational Health Services

PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

HPM Corporation

CONTRACTOR

June 23, 2009

DATE

National Aeronautics and
Space Administration

National Aeronautics and Space Administration					DATA PROCUREMENT DOC.	
DOCUMENT CHANGE LOG					NO. ISSUE	
					1237 Revision A	
INCORPORATED REVISIONS OUTSTANDING REVISIONS				AS OF: 06-23-09		SUPERSEDING: 10-09-08
				PAGE:		
AUTHORITY (DPD Revision)	PORTION AFFECTED - PAGE NO./NO.				REMARKS	
	INTRO	SGR	DRL	DRD		
Contract Mod. 006			X	X	<p>Merged DRD 1237MA-002, Contractor Personnel Training Requirements/Schedule with DRD 1237MA-016, Professional Certifications and Licensures and renamed DRD 1237MA-002, Professional Certifications/Licensures and Training Requirements Schedule and deleted DRD 1237MA-016.</p> <p>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 and Air Sampling Plan and deleted DRD 1237MA-010.</p> <p>Deleted the following DRD: 1237SA-002, Personnel Certification Plan</p>	

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 DPD Description: 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 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRDs)

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:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
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 Document Change Log (DCL): The Document Change Log chronologically records all revision actions that pertain to the DPD.

1.2.5 DPD Maintenance Procedures: 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 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

<u>TYPE</u>	<u>DESCRIPTION</u>
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- 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**.
 - 3 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.
 - 5 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

- 2.1 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 Subcontractor Data Requirements

- 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 Distribution: 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 Hardcopy Format: 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 Data Restriction Determination and Marking Requirements: 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 Data Restriction Categories and Marking Statements: 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 **Data Transmittal Package:** 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 http://cio.msfc.nasa.gov/repository/repository_submittal.html. Document submitters must register for a Documentum user account through the NASA Account Management System (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 Printing: 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:
- Method of reproduction – offset/xerography.
 - Finished size – 8 1/2" X 11".
 - Paper – 20-pound opaque bond.
 - Cover – Litho cover stock.
 - Pages shall be printed on both sides; blank pages shall be avoided when possible.
 - Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
 - Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 Contractor's Internal Documents: 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 Document Identification: 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.
- 2.7 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
- 3.1 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 Contractor-Initiated Change: 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 DPD Reissues
- 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

<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<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 Requirements Schedule	AS10
1237MA-003	3	Progress/Self-Monitoring Report	AS10
1237MA-004	3	Industrial Hygiene Building Survey and Air Sampling Plan	AS10
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	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

DATA REQUIREMENTS DESCRIPTION (DRD)

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
13. **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 **SCOPE:** The Government Property Management Plan defines the contractor's methods of care, accounting, and control of Government property.
- 15.2 **APPLICABLE DOCUMENTS:**

FAR NPR 5100.4B	<i>Federal Acquisition Regulation, Part 45</i> <i>Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45</i> and latest revisions thereto
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- 15.3 **CONTENTS:** 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.	i. Reports.
b. Acquisition.	j. Consumption.
c. Receiving.	k. Utilization.
d. Identification.	l. Maintenance.
e. Records.	m. Subcontractor control.
f. Movement.	n. Disposition.
g. Storage.	o. Contract close-out.
h. Physical inventories.	
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237 **ISSUE:** Revision A
2. **DRD NO.:** **1237MA-001**
3. **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 **SCOPE:** 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 **CONTENTS:** 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.
 - f. Medical waste procedures.
 - g. Privacy Act procedures.
 - h. Bloodborne pathogen procedures.
 - i. Allergy injections.
 - j. Radioactive material handling procedures.
 - k. Asbestos sampling and analysis.
 - l. 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.
 - s. 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.

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237
2. **DRD NO.:** 1237MA-002
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-23-09
5. **PAGE:** 1/1
6. **TITLE:** Professional Certifications/Licensures and Training Requirements Schedule
7. **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:**
14. **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 **CONTENTS:** The Professional Certifications/Licensures and Training Requirements Schedule shall meet the requirements of NPR 1800.1 and contain but not to be limited to:
 - a. Last date of licensing and/or certification.
 - b. Date of renewal for licensing and/or certification.
 - c. Certifying and/or licensing entity.
 - d. 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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|----------------------------------|
| 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 **SCOPE:** 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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237 **ISSUE:** Revision A
2. **DRD NO.:** 1237MA-004
3. **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.
 - c. SHE TRAK finding numbers associated with all findings.
 - d. Number of persons exposed to hazard.
 - e. Location of hazard.
 - f. 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.
 - i. Results of any personal protective equipment inspections, if applicable.

DRD Continuation Sheet**TITLE:** Industrial Hygiene Building Survey Report and Air Sampling Plan**DRD NO.:** 1237MA-004**DATA TYPE:****PAGE:** 2/2**15. DATA PREPARATION INFORMATION (CONTINUED):**

- j. 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.
 - 2. Material/process/device generating chemical/physical agent. For chemical materials this shall include the material's trade name and the HMMS reference number.
 - 3. 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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|----------------------------------|
| 1. DPD NO.: 1237 | ISSUE: Revision A | 2. DRD NO.: 1237MA-005 |
| 3. 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
10. **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:**
14. **INTERRELATIONSHIP:** PWS paragraph 5.3b
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** 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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|----------------------------------|
| 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
7. **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.
12. **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 **SCOPE:** 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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|----------------------------------|
| 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
7. **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 **SCOPE:** 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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1237 | ISSUE: Revision A | 2. DRD NO.: 1237MA-008 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 06-23-09 |
| | | 5. PAGE: 1/1 |
-
6. **TITLE:** Industrial Hygiene Building Inspection Schedule
 7. **DESCRIPTION/USE:** To provide schedule planning for building inspections.
 8. **OPR:** AS10 9. **DM:** AS10
 10. **DISTRIBUTION:** Per Contracting Officer's letter
 11. **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 **SCOPE:** The Industrial Hygiene Building Inspection Schedule provides details regarding scheduled inspections.
 - 15.2 **APPLICABLE DOCUMENTS:** None
 - 15.3 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237 **ISSUE:** Revision A
2. **DRD NO.:** **1237MA-009**
3. **DATA TYPE:** 3
4. **DATE REVISED:** 06-23-09
5. **PAGE:** 1/1
6. **TITLE:** Asbestos Quality Assurance Program Plan
7. **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 **SCOPE:** 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.

DATA REQUIREMENTS DESCRIPTION (DRD)

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)
12. **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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237
2. **DRD NO.:** 1237MA-012
3. **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 **SCOPE:** 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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

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
10. **DISTRIBUTION:** Per Contracting Officer's letter. One copy shall go to MSFC Protective Services Office.
11. **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:**
14. **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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

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

6. **TITLE:** Organizational Conflicts of Interest (OCI) Avoidance Plan

7. **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

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:** Reference is made to 1852.237-72, *Access to Sensitive Information*; 1852.237-73, *Release of Sensitive Information*.

14. **INTERRELATIONSHIP:** PWS paragraph 2.3o 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.

DRD Continuation Sheet

TITLE: Organizational Conflict of Interest (OCI) Avoidance Plan

DRD NO.: 1237MA-014

DATA TYPE: 3

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.
 - 2. 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.
 - 3. 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.
 - 8. A description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
 - 9. 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.
 - 10. 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.

DATA REQUIREMENTS DESCRIPTION (DRD)

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|-------------------------|-------------------|--------------------------------------|
| 1. DPD NO.: 1237 | ISSUE: Revision A | 2. DRD NO.: 1237MA-015 |
| 3. 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 **SCOPE:** 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 **CONTENTS:** 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

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 1237 **ISSUE:** Revision A
2. **DRD NO.:** **1237QE-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:** 06-23-09
5. **PAGE:** 1/1
6. **TITLE:** Medical Quality Assurance (QA) Plan
7. **DESCRIPTION/USE:** Documentation of quality planning, control, and improvement processes.
8. **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:**
14. **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 **CONTENTS:** 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.

DATA REQUIREMENTS DESCRIPTION (DRD)

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 **SCOPE:** 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 **APPLICABLE DOCUMENTS:** 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	<i>Inspections, Citations, and Proposed Penalties</i>
29 CFR Part 1910	<i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i>
29 CFR Part 1926	<i>Department of Labor; Occupational Safety and Health Administration Standards for Construction Industry</i>
CFR Title 40 Parts 1-1068	<i>Protection of Environment</i>
ANSI Standards applicable to the scope of this contract	
ASME Boiler and Pressure Vessel Code applicable to the scope of this contract	
NFPA Standards	<i>National Fire Codes</i>
NASA-STD-8719.11	<i>Safety Standard for Fire Protection</i>
NPR 8715.3	<i>NASA General Safety Program Requirements</i>
MPR 1040.3	<i>MSFC Emergency Plan</i>
MPD 1800.1	<i>MSFC Smoking Policy</i>
MPR 1800.1	<i>Bloodborne Pathogens</i>

DRD Continuation Sheet

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

(NOTE: This document only applies to Space Station contracts)

15.3 CONTENTS: 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:

1. 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 Continuation Sheet

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

DRD NO.: 1237SA-001

DATA TYPE: 2

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15. DATA PREPARATION INFORMATION (CONTINUED):

3. 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.
 4. 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.
- b. System and worksite analysis:
1. 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 concerns).
 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.)
- c. Hazard prevention and control:
1. 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.

DRD Continuation Sheet

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

DRD NO.: 1237SA-001

DATA TYPE: 2

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15: DATA PREPARATION INFORMATION (CONTINUED):

d. Safety, health and environmental training:

1. 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.
2. 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.
3. 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.
6. 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.

DATA REQUIREMENTS DESCRIPTION (DRD)

- | | | |
|-------------------------|-------------------|----------------------------------|
| 1. DPD NO.: 1237 | ISSUE: Revision A | 2. DRD NO.: 1237SA-003 |
| 3. DATA TYPE: 3 | | 4. DATE REVISED: 06-23-09 |
| | | 5. PAGE: 1/3 |
6. **TITLE:** Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE:** To provide reporting of metrics, mishaps, close calls, and serious non-occupational injuries or illnesses.
8. **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.
 1. 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.
 2. 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-aid cases.
 3. 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:
 1. 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" pull-down 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.
 1. 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:**
 1. **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.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

DRD NO.: 1237SA-003

DATA TYPE: 3

PAGE: 2/3

11. INITIAL SUBMISSION (CONTINUED):

2. **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:

- 14. 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 | <i>NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping</i> |
| MPR 8715.1 | <i>MSFC Safety, Health, and Environmental (SHE) Program</i> |
| MWI 8621.1 | <i>Close Call and Mishap Reporting and Investigation Program</i> |
| MWI 8715.13 | <i>Safety Concerns Reporting System (SCRS)</i> |

- 15.3 CONTENTS:** 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.
- b. Damage to public or private property (including foreign property), caused by NASA operations or NASA-funded development or research projects.
- c. Occupational injury or occupational illness to NASA personnel.
- d. 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.

DRD Continuation Sheet

TITLE: Mishap and Safety Statistics Reports

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

Close Call. 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).

Type B Mishap. 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.
- (l) 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.

AMENDMENT OF SOLICITATION/MODIFICATION / CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000007		3. EFFECTIVE DATE JUL 14 2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1WHJ8		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1, Changes Fixed Price
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate NFS Clause 1852.242-72, Observance of Legal Holidays (Alternate II) OCT 2000. Accordingly, the following changes are made:

Total NTE Lump Sum	Total Funds
Contract Value	Obligated
Previous Amt. \$3,277,672	\$3,277,672
This Mod -0-	\$ -0-
Revised Amt. \$3,277,672	\$3,277,672

A. Section H, Page H-1 is hereby deleted in it's entirety and replaced with the updated
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager, Contracts Admin		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR gum mills (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Bobby J. Holden (Signature of Contracting Officer)	
15C. DATE SIGNED 7-13-09		16C. DATE SIGNED JUL 14 2009	

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. OF DO ENT BEING CONTINUED
NNM09AA03C/000007PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)				
	<p>Page H-1.</p> <p>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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted H-1</td><td>Page(s) Added H-1</td></tr></table> <p>C. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to 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 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.</p> <p>Contract Change Identification Contractor Prop. No.</p> <table><tr><td>NNM009AA03C Modification 7</td><td>N/A</td></tr></table> <p>D. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p>	Page(s) Deleted H-1	Page(s) Added H-1	NNM009AA03C Modification 7	N/A				
Page(s) Deleted H-1	Page(s) Added H-1								
NNM009AA03C Modification 7	N/A								

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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None included by reference.

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

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000008		3. EFFECTIVE DATE 11/01/2009		4. REQUISITION/PURCHASE REQ. NO. 4200316980	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$300,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.217-9 Option to Extend the Term of the Contract and Executive Order # 12989
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office

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

A. The purpose of this modification is to: (1) exercise Option 1 to extend the Period of Performance from October 31, 2009 through October 31, 2010. Thus the Total NTE Lump Sum Contract Value is increased in the amount of (b)(4) (2) provide incremental funding thus increasing the total funds obligated by \$300,000 from \$3,277,672 to \$3,577,672 (3) incorporate Wage Determination No. 2005-8008, Revision 12, Date of Revision 08/15/2009 and (4) and incorporate FAR Clause 52.222-54 (JAN 2009) by reference.

Total NTE Lump Sum	Total Funds
Contract Value	Obligated

Previous Amt. (b)(4) \$3,277,672

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager, Contracts & Admin		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harry B Craig	
15C. DATE SIGNED 10-27-09	15D. UNITED STATES OF AMERICA [Signature]	15E. DATE SIGNED 10-30-09	15F. [Signature]

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div>This Mod (b)(4) \$ 300,000</div> <div>Revised Amt. \$3,577,672</div> <div>The anticipated funded through date is November 30, 2009.</div> <div>Accordingly, the following changes are made:</div> <div>B. Section B, Page B-2 is hereby deleted in it's entirety and replaced with the updated Page B-2.</div> <div>Section F, Page F-1, is hereby deleted in it's entirety and replaced with the updated Page F-1.</div> <div>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</div> <div>Section I, Page I-2 is hereby deleted in it's entirety and replaced with the updated Page I-2.</div> <div>C. 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 is included in the right margin in the specific area of change.</div> <div><div>Page(s) Deleted</div><div>Page(s) Added</div><div>B-2(Basic)</div><div>B-2(Mod 8)</div><div>F-1(Basic)</div><div>F-1(Mod 8)</div><div>H-6(Mod 7)</div><div>H-6(Mod 8)</div><div>H-7(Mod 7)</div><div>H-7(Mod 8)</div><div>I-2(Basic)</div><div>I-2(Mod 8)</div><div>N/A</div><div>J-6-10 thru</div></div> <div>J-6-19</div> <div>D. Contractor's Statement of Release</div> <div>In consideration of the modification(s) agreed to 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 any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said</div> <div>Continued ...</div>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM09AA03C/000008	PAGE	OF
		3	3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

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

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>PERIOD COVERED</u>	<u>PRICE</u>
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)**

<u>Clause 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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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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:

<u>Option No.</u>	<u>Period of Performance</u>
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 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 **\$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 FUNDSDate **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	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	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	DEC 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
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

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2008
Revision No.: 9
Date Of Revision: 05/29/2008

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

MINIMUM WAGE 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	13.69
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	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	10.26
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

05040 - Automotive Glass Installer	15.94
05070 - Automotive Worker	15.94
05110 - Mobile Equipment Servicer	14.45
05130 - Motor Equipment Metal Mechanic	17.50
05160 - Motor Equipment Metal Worker	15.94
05190 - Motor Vehicle Mechanic	15.98
05220 - Motor Vehicle Mechanic Helper	12.52
05250 - Motor Vehicle Upholstery Worker	15.22
05280 - Motor Vehicle Wrecker	15.94
05310 - Painter, Automotive	15.28
05340 - Radiator Repair Specialist	15.94
05370 - Tire Repairer	12.75
05400 - Transmission 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
07130 - Food Service Worker	14.21
07210 - Meat Cutter	6.82
07260 - Waiter/Waitress	
09000 - Furniture Maintenance And Repair Occupations	17.56
09010 - 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	
11000 - General Services And Support Occupations	9.28
11030 - Cleaner, Vehicles	8.58
11060 - Elevator Operator	12.11
11090 - Gardener	8.62
11122 - Housekeeping Aide	8.58
11150 - Janitor	10.00
11210 - Laborer, Grounds Maintenance	7.70
11240 - Maid or Houseman	9.28
11260 - Pruner	12.08
11270 - Tractor Operator	10.00
11330 - Trail Maintenance Worker	9.06
11360 - Window Cleaner	
12000 - Health Occupations	14.41
12010 - Ambulance Driver	14.71
12011 - Breath Alcohol Technician	20.35
12012 - Certified Occupational Therapist Assistant	20.35
12015 - Certified Physical Therapist Assistant	13.91
12020 - Dental Assistant	20.44
12025 - Dental Hygienist	23.24
12030 - EKG Technician	23.24
12035 - Electroneurodiagnostic Technologist	14.41
12040 - Emergency Medical Technician	14.07
12071 - Licensed Practical Nurse I	15.81
12072 - Licensed Practical Nurse II	17.71
12073 - Licensed Practical Nurse III	10.79
12100 - Medical Assistant	14.02
12130 - Medical Laboratory Technician	11.28
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	12.65
12195 - Medical Transcriptionist	30.65
12210 - Nuclear Medicine Technologist	9.43
12221 - Nursing Assistant I	10.61
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	

12235 - Optical Dispenser	13.68
12236 - Optical Technician	10.38
12250 - Pharmacy Technician	12.62
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.07
13012 - Exhibits Specialist II	23.35
13013 - Exhibits Specialist III	28.38
13041 - Illustrator I	19.07
13042 - Illustrator II	23.35
13043 - Illustrator III	28.38
13047 - Librarian	24.50
13050 - Library Aide/Clerk	13.17
13054 - Library Information Technology Systems Administrator	22.12
13058 - Library Technician	14.67
13061 - Media Specialist I	15.97
13062 - Media Specialist II	17.87
13063 - Media Specialist III	19.92
13071 - Photographer I	14.72
13072 - Photographer II	17.00
13073 - Photographer III	20.36
13074 - Photographer IV	24.89
13075 - 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
14071 - Computer Programmer I (1)	25.00
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)	
14150 - Peripheral Equipment Operator	14.73
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	27.38
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	21.00
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 Occupations	
16010 - Assembler	7.74
16030 - Counter Attendant	7.74
16040 - Dry Cleaner	9.73

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	14.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18.74
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
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

23550 - Machinist, Maintenance	18.05
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	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	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
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	12.43
24630 - Homemaker	12.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
25040 - Sewage Plant Operator	17.87
25070 - Stationary Engineer	18.86
25190 - Ventilation Equipment Tender	14.85
25210 - Water Treatment Plant Operator	17.56
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 Equipment 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

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.03
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	20.75
30061 - Drafter/CAD Operator I	17.26
30062 - Drafter/CAD Operator II	19.55
30063 - Drafter/CAD Operator III	20.50
30064 - Drafter/CAD Operator IV	25.23
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	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	18.92
30240 - Mathematical Technician	24.23
30361 - Paralegal/Legal Assistant I	16.85
30362 - Paralegal/Legal Assistant II	20.89
30363 - Paralegal/Legal Assistant III	25.55
30364 - Paralegal/Legal Assistant IV	30.92
30390 - Photo-Optics Technician	24.23
30461 - Technical Writer I	20.96
30462 - Technical Writer II	25.62
30463 - Technical Writer III	30.71
30491 - Unexploded Ordnance (UXO) Technician I	21.78
30492 - Unexploded Ordnance (UXO) Technician II	26.35
30493 - Unexploded Ordnance (UXO) Technician III	31.59
30494 - Unexploded (UXO) Safety Escort	21.78
30495 - Unexploded (UXO) Sweep Personnel	21.78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.50
30621 - Weather Observer, Senior (3)	22.74
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.74
31030 - Bus Driver	12.67
31043 - Driver Courier	13.89
31260 - Parking and Lot Attendant	9.19
31290 - Shuttle Bus Driver	14.77
31310 - Taxi Driver	9.91
31361 - Truckdriver, Light	14.77
31362 - Truckdriver, Medium	16.55
31363 - Truckdriver, Heavy	16.83
31364 - Truckdriver, Tractor-Trailer	16.83
99000 - Miscellaneous Occupations	
99030 - Cashier	9.27
99050 - Desk Clerk	7.22
99095 - Embalmer	21.13
99251 - Laboratory Animal Caretaker I	8.61
99252 - Laboratory Animal Caretaker II	13.46
99310 - Mortician	21.13
99410 - Pest Controller	12.10
99510 - Photofinishing Worker	11.06
99710 - Recycling Laborer	14.15
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.79
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	12.33
99830 - Survey Party Chief	15.89

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 ordnance, 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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

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

12250 - Pharmacy Technician	13.36
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.18
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	23.50
13042 - Illustrator II	28.73
13043 - Illustrator III	26.02
13047 - Librarian	14.49
13050 - Library Aide/Clerk	23.50
13054 - Library Information Technology Systems Administrator	16.14
13058 - Library Technician	16.95
13061 - Media Specialist I	18.97
13062 - Media Specialist II	21.15
13063 - Media Specialist III	14.72
13071 - Photographer I	17.00
13072 - Photographer II	20.36
13073 - Photographer III	24.89
13074 - Photographer IV	30.21
13075 - Photographer V	16.95
13110 - Video Teleconference Technician	14.73
14000 - Information Technology Occupations	19.13
14041 - Computer Operator I	20.49
14042 - Computer Operator II	26.16
14043 - Computer Operator III	25.00
14044 - Computer Operator IV	(see 1)
14045 - Computer Operator V	(see 1)
14071 - Computer Programmer I	(see 1)
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	(see 1)
14150 - Peripheral Equipment Operator	14.73
14160 - Personal Computer Support Technician	26.16
15000 - Instructional Occupations	29.35
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.52
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	30.38
15050 - Computer Based Training Specialist / Instructor	30.12
15060 - Educational Technologist	36.76
15070 - Flight Instructor (Pilot)	21.00
15080 - Graphic Artist	18.91
15090 - Technical Instructor	23.11
15095 - Technical Instructor/Course Developer	17.16
15110 - Test Proctor	17.16
15120 - Tutor	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	7.98
16010 - Assembler	7.98
16030 - Counter Attendant	10.03
16040 - Dry Cleaner	7.98
16070 - Finisher, Flatwork, Machine	

16090 - Presser, Hand	7.98
16110 - Presser, Machine, Drycleaning	7.98
16130 - Presser, Machine, Shirts	7.98
16160 - Presser, Machine, Wearing Apparel, Laundry	7.98
16190 - Sewing Machine Operator	10.60
16220 - Tailor	11.18
16250 - Washer, Machine	8.65
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.22
19040 - Tool And Die Maker	27.11
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	11.36
21150 - Stock Clerk	15.41
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
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	18.65
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	15.12
23392 - Gunsmith II	16.67
23393 - Gunsmith III	18.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.22
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	11.36
23510 - Locksmith	18.04

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
23593 - Metrology Technician III	24.74
23640 - Millwright	18.79
23710 - Office Appliance Repairer	21.83
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	18.89
23932 - Telecommunications Mechanic II	20.21
23950 - Telephone Lineman	19.60
23960 - Welder, Combination, Maintenance	18.38
23965 - Well Driller	18.79
23970 - Woodcraft Worker	18.79
23980 - Woodworker	16.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.56
24580 - Child Care Center Clerk	10.68
24610 - Chore Aide	9.26
24620 - Family Readiness And Support Services Coordinator	12.61
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.86
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
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	13.55
27040 - Detention Officer	15.28
27070 - Firefighter	16.82
27101 - Guard I	10.85
27102 - Guard II	13.55
27131 - Police Officer I	18.35
27132 - Police Officer II	20.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.52
28042 - Carnival Equipment Repairer	10.00
28043 - Carnival Equipment Worker	7.89
28210 - Gate Attendant/Gate Tender	13.76
28310 - Lifeguard	12.21
28350 - Park Attendant (Aide)	15.40
28510 - Recreation Aide/Health Facility Attendant	11.24
28515 - Recreation Specialist	16.31
28630 - Sports Official	12.26
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
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	33.81
30086 - Engineering Technician VI	40.89
30090 - Environmental Technician	23.45
30210 - Laboratory Technician	18.92
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	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	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 ordnance, 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 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 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. 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(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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000009		3. EFFECTIVE DATE DEC 10 2009		4. REQUISITION/PURCHASE REQ. NO. 4200318453	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATEO (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		10A. MODIFICATION OF CONTRACT ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$450,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract) and FAR Clause 52.243-1
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office.

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

A. The purpose of this modification is to: (1) provide incremental funding thereby increasing the total funds obligated by \$450,000 from \$3,577,672 to \$4,027,672 and (2) update the Clause H.7 Key Personnel and Facilities.

Total NTE Lump Sum	Total Funds
Contract Value	Obligated
Previous Amt. (b)(4)	\$3,577,672
This Mod	\$ 450,000
Revised Amt.	\$4,027,672

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as herebefore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) aura Mills, Mgr. Contracts + Admin		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR aura Mills (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Bobby J Holden (Signature of Contracting Officer)	
15C. DATE SIGNED 12-9-09		16C. DATE SIGNED DEC 10 2009	

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. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000009PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>The anticipated funded through date is January 15, 2010.</p> <p>Accordingly, the following changes are made:</p> <p>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.</p> <p>Section H, Page H-8 is hereby deleted and replaced with the updated page H-8.</p> <p>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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted</td><td>Page(s) Added</td></tr><tr><td>H-6 (Mod 8)</td><td>H-6 (Mod 9)</td></tr><tr><td>H-7 (Mod 8)</td><td>H-7 (Mod 9)</td></tr><tr><td>N/A</td><td>H-8 (Mod 9)</td></tr></table> <p>C. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to 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 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.</p> <p>Contract Change Identification Contractor Prop. No.</p> <p>NNM009AA03C Modification 9 N/A</p> <p>D. All other terms and conditions remain unchanged and in full force and effect.</p> <p>Continued ...</p>	Page(s) Deleted	Page(s) Added	H-6 (Mod 8)	H-6 (Mod 9)	H-7 (Mod 8)	H-7 (Mod 9)	N/A	H-8 (Mod 9)				
Page(s) Deleted	Page(s) Added												
H-6 (Mod 8)	H-6 (Mod 9)												
H-7 (Mod 8)	H-7 (Mod 9)												
N/A	H-8 (Mod 9)												

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000009PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Obligated Amount for this Modification: \$450,000.00</p> <p>New Total Obligated Amount for this Award: \$4,027,672.00</p> <p>Incremental Funded Amount changed: from \$3,577,672.00 to \$4,027,672.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 3</p> <p>Obligated Amount for this modification: \$450,000.00</p> <p>Incremental Funded Amount changed from \$300,000.00 to \$750,000.00</p> <p>Incrementally Funded through date changed from 11/30/2009 to 01/15/2010</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62AS50/6100.2560/62/FC000000/736466.04.02.08.03/00 0/2560/62/CASX22010D/361N/1/2</p> <p>Cost Center 62AS50</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$100,000.00</p> <p>Percent: 2.9751</p> <p>Subject To Funding:</p> <p>Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX22010D/361N/1/43</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$350,000.00</p> <p>Percent: 10.41286</p> <p>Subject To Funding:</p> <p>Payment Address:</p> <p>Delivery Location Code: MSFC</p> <p>NASA/Marshall Space Flight Center</p> <p>Marshall Space Flight Center AL 35812</p>				

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 **\$4,027,672** 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 FUNDSDate **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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000010		3. EFFECTIVE DATE 01/28/2010		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (if other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule		Net Increase:		\$1,750,000.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X		D. OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
A. The purpose of this modification is to: (1) provide incremental funding thereby increasing the total funds obligated by \$1,750,000 from \$4,027,672 to \$5,777,672.					
		Total NTE Lump Sum		Total Funds	
		Contract Value		Obligated	
Previous Amt.		\$6,638,900		\$4,027,672	
This Mod		\$ -0-		\$1,750,000	
Revised Amt.		\$6,638,900		\$5,777,672	
The anticipated funded through date is July 28, 2010.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA <i>Bobby J. Holden</i> (Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. DATE SIGNED 01/28/2010	
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. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM09AA03C/000010	2	4

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

HPM CORP													
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>Accordingly, the following changes are made:</p> <p>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.</p> <p>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 is included in the right margin in the specific area of change.</p> <table><tr><td>Page(s) Deleted</td><td>Page(s) Added</td></tr><tr><td>H-6 (Mod 8)</td><td>H-6 (Mod 9)</td></tr><tr><td>H-7 (Mod 8)</td><td>H-7 (Mod 9)</td></tr></table> <p>C. Contractor's Statement of Release</p> <p>In consideration of the modification(s) agreed to 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 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.</p> <p>Contract Change Identification Contractor Prop. No.</p> <table><tr><td>NNM009AA03C Modification 10</td><td>N/A</td></tr></table> <p>D. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Obligated Amount for this Modification: \$1,750,000.00 Continued ...</p>	Page(s) Deleted	Page(s) Added	H-6 (Mod 8)	H-6 (Mod 9)	H-7 (Mod 8)	H-7 (Mod 9)	NNM009AA03C Modification 10	N/A				
Page(s) Deleted	Page(s) Added												
H-6 (Mod 8)	H-6 (Mod 9)												
H-7 (Mod 8)	H-7 (Mod 9)												
NNM009AA03C Modification 10	N/A												

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM09AA03C/000010	PAGE	OF
		3	4

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 Incremental Funded Amount changed from \$750,000.00 to \$2,500,000.00 Incrementally Funded through date changed from 01/15/2010 to 07/28/2010</p> <p>NEW ACCOUNTING CODE ADDED: 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 Quantity: 0 Amount: \$175,000.00 Percent: 5.20643 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: 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 Quantity: 0 Amount: \$1,325,000.00 Percent: 39.42012 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX22010D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Quantity: 0 Amount: \$250,000.00 Percent: 7.43776 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM09AA03C/000010	4	4

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Subject To Funding: Payment Address: Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812				

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 **\$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:

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 **July 28, 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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO. 000011		3. EFFECTIVE DATE JUL 14 2010		4. REQUISITION/PURCHASE REQ. NO. 4200343707	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812	
CODE 1WHJ8		FACILITY CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078		(X) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C			
		10B. DATED (SEE ITEM 13) 10/09/2008			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$560,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Clause 52.243-1, Changes, and NFS Clause 1852.232-77, Limitation of Funds (Fixed Price Contract)
	D. OTHER (Specify type of modification and authority)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office

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

A. The purpose of this modification is to: (1) update MSFC Clause 52.204-90. (2) adjust contract value due to flu clinic not being held during Option Year 1. The TOTAL FIRM FIXED PRICE (LUMP SUM) is reduced by (b)(4) from (b)(4) and the PRICE for Option 1 is reduced by (b)(4) from (b)(4). The TOTAL POTENTIAL CONTRACT VALUE for Option 1 is reduced by \$25,487 from \$4,861,228 to \$4,835,741 and (3) provide incremental funding thereby increasing the total funds obligated by \$560,000 from \$5,777,672 to \$6,337,672.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager, Contracts & Admin		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7-9-10	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/14/10

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div><div><div>Total NTE Lump Sum</div><div>Contract Value</div><div>Previous Amt. (b)(4)</div><div>This Mod</div><div>Revised Amt.</div></div><div><div>Total Funds Obligated</div><div>\$5,777,672</div><div>\$ 560,000</div><div>\$6,337,672</div></div></div> <div>The anticipated funded through date is September 30, 2010.</div> <div>Accordingly, the following changes are made:</div> <div>Section B, Page B-2 and B-3, are hereby deleted in their entirety and replaced with the updated pages B-2 and B-3.</div> <div>Section G, Page G-9 thru G-12 are hereby deleted in their entirety and replaced with the updated pages G-9 thru G-12.</div> <div>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.</div> <div>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 is included in the right margin in the specific area of change.</div> <div><div><div>Page(s) Deleted</div><div>Page(s) Added</div></div><div><div>B-2 (Mod 8)</div><div>B-2 (Mod 11)</div></div><div><div>B-3 (Basic)</div><div>B-3 (Mod 11)</div></div><div><div>G-9 thru G-12 (Basic)</div><div>G-9 thru G-12 (Mod 11)</div></div><div><div>H-6 (Mod 10)</div><div>H-6 (Mod 11)</div></div><div><div>H-7 (Mod 10)</div><div>H-7 (Mod 11)</div></div></div> <div>C. Contractor's Statement of Release</div> <div>In consideration of the modification(s) agreed to 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</div> <div>Continued ...</div>				

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>contractor 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 contractor proposal(s), and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification Contractor Prop. No.</p> <p>NNM009AA03C Modification 11 N/A</p> <p>D. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Total Amount for this Modification: (b)(4)</p> <p>New Total Amount for this Version: \$3,335,741.00</p> <p>New Total Amount for this Award: \$17,329,706.00</p> <p>Obligated Amount for this Modification: \$560,000.00</p> <p>New Total Obligated Amount for this Award: \$6,337,672.00</p> <p>Total Amount changed from (b)(4)</p> <p>Obligated Amount for this modification: \$560,000.00</p> <p>Incrementally Funded through date changed from 07/28/2010 to 09/30/2010</p> <p>PR #: 4200343707</p> <p>Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/1/000/2560/62/CASX22010D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$560,000.00</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

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 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.

(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 Government-owned 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	
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 **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. 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>PERIOD COVERED</u>	<u>PRICE</u>
11/01/08-10/31/10	\$6,613,413

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

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. AMENDMENT/MODIFICATION NO. 000012		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99036-3078		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

The purpose of this modification is to incorporate FAR Clause 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) in full text to Section I. Slip-sheet to Page I-27 reflecting the addition is attached with sidebars showing this addition.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager Contracts + Admin.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR Laura Mills (Signature of person authorized to sign)	15C. DATE SIGNED 9-2-10	16B. UNITED STATES OF AMERICA Sherry K Fenn (Signature of Contracting Officer)	16C. DATE SIGNED 9-2-10

1. 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 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, 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 OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000013		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200359907	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAI AVE KENNEWICK WA 98336-3078		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 1WHJ9		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$275,741.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 52.223-93 - FAR 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (FAR 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

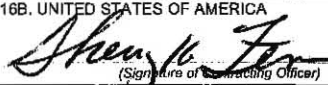
1. The purpose of this modification is to:

(a) Increase funding in the amount of \$275,741. Pursuant to NASA FAR Clause 1852.232-77, Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is changed from \$6,337,672 to \$6,613,413. The funds will provide continued coverage through October 31, 2010.

(b) Delete MSFC Clause 52.223-93, ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (FEB 2008) and replace with MSFC Clause 52.223-95, PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/5/10

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
NNH09AA03C/000013PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>*H.6 NFS 1852.232-77) LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989) *H.11 MSFC Clause 52.223-95, PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (AUG 2010)</p> <p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$275,741.00 New Total Obligated Amount for this Award: \$6,613,413.00 Incremental Funded Amount changed: from \$6,337,672.00 to \$6,613,413.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 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 Amount: \$275,741.00</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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 **\$6,613,413** 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/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
000014		11/01/2010		4200359907			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		MSFC				MSFC	
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812				NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)			
1WHJ8				10/09/2008			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Net Increase:		\$312,675.00	
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.217-9 Option to Extend the Term of the Contract					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
1. The purpose(s) of this modification are to:							
(a) Exercise Option 2 to extend the Period of Performance from October 31, 2010 through October 31, 2011. Thus the Total NTE Lump Sum Contract value is increased in the amount of (b)(4) The IDIQ portion for Option Period 2 is also exercised at a NTE Ceiling Value of \$1,500,000. The current contract value with Mission and IDIQ totals \$14,578,438.							
(b) Increase funding in the amount of \$312,675 from \$6,613,413 to \$6,926,088, pursuant to NASA FAR Clause 1852.232-77, Limitation of Funds (Fixed-Price Contract. The anticipated funded through date is December 3, 2010.							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Harry B Craig			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000014PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(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.

<u>PERIOD COVERED</u>	<u>PRICE</u>
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:

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>Clause 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

<u>Clause Number</u>	<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:

<u>Option No.</u>	<u>Period of Performance</u>
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 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 **\$6,926,088** 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

WPS 2008 (Rev.-14) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
by direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley E. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2008
Revision No.: 14
Date Of Revision: 06/15/2010

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
01330 Supply Technician		21.27
01420 Survey Worker		16.81
01431 Travel Clerk I		10.64
01432 Travel Clerk II		11.26
01433 Travel Clerk III		12.01

1111 - Word Processor I	13.12
1112 - Word Processor II	14.73
1113 - Word Processor III	16.48
09000 Automotive Service Occupations	
09005 Automobile Body Repairer, Fiberglass	17.50
09010 - Automotive Electrician	17.94
09040 Automotive Glass Installer	17.10
09070 Automotive Worker	17.10
09110 Mobile Equipment Servicer	15.50
09130 Motor Equipment Metal Mechanic	18.77
09160 - Motor Equipment Metal Worker	17.10
09190 Motor Vehicle Mechanic	17.14
09210 Motor Vehicle Mechanic Helper	13.43
09240 Motor Vehicle Upholstery Worker	16.32
09280 Motor Vehicle Wrecker	17.10
09310 - Painter, Automotive	16.39
09340 - Radiator Repair Specialist	17.10
09370 - Tire Repairer	12.75
09400 - Transmission Repair Specialist	18.77
07000 Food Preparation And Service Occupations	
07010 Baker	10.84
07040 Cook I	9.14
07041 Cook II	10.27
07070 Dishwasher	7.57
07110 - Food Service Worker	8.09
07130 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
09070 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	
11010 Cleaner, Vehicles	9.80
11040 - Elevator Operator	9.44
11070 Gardener	12.11
11110 Housekeeping Aide	9.44
11130 Janitor	9.44
11170 Laborer, Grounds Maintenance	10.00
11220 Maid or Houseman	7.88
11250 Pruner	9.28
11270 Fractor Operator	12.08
11310 Trail Maintenance Worker	10.00
11360 Window Cleaner	9.97
13000 Health Occupations	
13010 Ambulance Driver	14.41
13011 Breath Alcohol Technician	14.71
13013 Certified Occupational Therapist Assistant	21.24
13015 Certified Physical Therapist Assistant	21.24
13020 Dental Assistant	15.30
13021 Dental Hygienist	22.48
13031 XRG Technician	23.45
13035 Electroneurodiagnostic Technologist	23.45

1341	Emergency Medical Technician	14.41
1341	Licensed Practical Nurse I	14.07
1342	Licensed Practical Nurse II	15.81
1343	Licensed Practical Nurse III	17.71
1344	Medical Assistant	11.87
1345	Medical Laboratory Technician	14.07
1346	Medical Record Clerk	12.41
1347	Medical Record Technician	14.96
1348	Medical Transcriptionist	13.03
1349	Nuclear Medicine Technologist	30.65
1351	Nursing Assistant I	9.43
1352	Nursing Assistant II	10.61
1353	Nursing Assistant III	11.57
1354	Nursing Assistant IV	12.99
1355	Optical Dispenser	15.05
1356	Optical Technician	11.42
1359	Pharmacy Technician	13.36
1360	Phlebotomist	12.99
1365	Radiologic Technologist	23.95
1361	Registered Nurse I	22.94
1362	Registered Nurse II	28.08
1363	Registered Nurse II, Specialist	28.08
1364	Registered Nurse III	33.97
1365	Registered Nurse III, Anesthetist	33.97
1366	Registered Nurse IV	40.70
1367	Scheduler (Drug and Alcohol Testing)	19.18
1400	Information And Arts Occupations	
1401	Exhibits Specialist I	19.07
1402	Exhibits Specialist II	23.50
1403	Exhibits Specialist III	28.73
1404	Illustrator I	19.07
1405	Illustrator II	23.50
1406	Illustrator III	28.73
1407	Librarian	26.02
1408	Library Aide/Clerk	14.49
1409	Library Information Technology Systems Administrator	23.50
1409	Library Technician	16.14
14091	Media Specialist I	16.95
14092	Media Specialist II	18.97
14093	Media Specialist III	21.15
1411	Photographer I	14.72
1412	Photographer II	17.00
1413	Photographer III	20.36
1414	Photographer IV	24.89
1415	Photographer V	30.21
1416	Video Teleconference Technician	16.95
1400	Information Technology Occupations	
1441	Computer Operator I	14.73
1442	Computer Operator II	19.13
1443	Computer Operator III	20.49
1444	Computer Operator IV	26.16
1445	Computer Operator V	27.62
1446	Computer Programmer I	(see 1) 25.00
1447	Computer Programmer II	(see 1)

14.73	Computer Programmer III	(see 1)	
14.74	Computer Programmer IV	(see 1)	
14.75	Computer Systems Analyst I	(see 1)	
14.76	Computer Systems Analyst II	(see 1)	
14.77	Computer Systems Analyst III	(see 1)	
14.78	Peripheral Equipment Operator		14.73
14.79	Personal Computer Support Technician		26.16
14.80	Instructional Occupations		
14.81	Aircrew Training Devices Instructor (Non-Rated)		29.35
14.82	Aircrew Training Devices Instructor (Rated)		35.52
14.83	Air Crew Training Devices Instructor (Pilot)		36.76
14.84	Computer Based Training Specialist / Instructor		30.38
14.85	Educational Technologist		30.12
14.86	Flight Instructor (Pilot)		36.76
14.87	Graphic Artist		21.06
14.88	Technical Instructor		18.91
14.89	Technical Instructor/Course Developer		23.11
14.90	Test Proctor		17.16
14.91	Tutor		17.16
14.92	Laundry, Dry-Cleaning, Pressing And Related Occupations		
14.93	Assembler		7.98
14.94	Counter Attendant		7.98
14.95	Dry Cleaner		10.03
14.96	Finisher, Flatwork, Machine		7.98
14.97	Presser, Hand		7.98
14.98	Presser, Machine, Drycleaning		7.98
14.99	Presser, Machine, Shirts		7.98
15.00	Presser, Machine, Wearing Apparel, Laundry		7.98
15.01	Sewing Machine Operator		10.60
15.02	Tailor		11.18
15.03	Washer, Machine		8.65
15.04	Machine Tool Operation And Repair Occupations		
15.05	Machine-Tool Operator (Tool Room)		22.22
15.06	Tool And Die Maker		27.11
15.07	Materials Handling And Packing Occupations		
15.08	Forklift Operator		14.82
15.09	Material Coordinator		19.18
15.10	Material Expediter		19.18
15.11	Material Handling Laborer		10.29
15.12	Order Filler		10.87
15.13	Production Line Worker (Food Processing)		14.82
15.14	Shipping Packer		12.98
15.15	Shipping/Receiving Clerk		12.98
15.16	Store Worker I		11.36
15.17	Stock Clerk		15.41
15.18	Tools And Parts Attendant		14.82
15.19	Warehouse Specialist		14.82
15.20	Mechanics And Maintenance And Repair Occupations		
15.21	Aerospace Structural Welder		20.61
15.22	Aircraft Mechanic I		22.24
15.23	Aircraft Mechanic II		23.35
15.24	Aircraft Mechanic III		24.52
15.25	Aircraft Mechanic Helper		17.44
15.26	Aircraft, Painter		19.32
15.27	Aircraft Servicer		19.34

3340	Aircraft Worker	20.27
3341	Appliance Mechanic	18.04
3342	Bicycle Repairer	14.66
3343	Cable Splicer	19.76
3344	Carpenter, Maintenance	17.56
3345	Carpenter Layer	17.29
3346	Electrician, Maintenance	23.21
3347	Electronics Technician Maintenance I	18.65
3348	Electronics Technician Maintenance II	25.55
3349	Electronics Technician Maintenance III	26.62
3350	Fabric Worker	16.54
3351	Fire Alarm System Mechanic	18.79
3352	Fire Extinguisher Repairer	15.72
3353	Fuel Distribution System Mechanic	18.79
3354	Fuel Distribution System Operator	16.80
3355	General Maintenance Worker	16.43
3356	Ground Support Equipment Mechanic	22.24
3357	Ground Support Equipment Servicer	19.34
3358	Ground Support Equipment Worker	20.27
3359	Gunsmith I	15.12
3360	Gunsmith II	16.67
3361	Gunsmith III	18.38
3362	Heating, Ventilation And Air-Conditioning Mechanic	18.38
3363	Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.30
3364	Heavy Equipment Mechanic	20.22
3365	Heavy Equipment Operator	17.87
3366	Instrument Mechanic	22.82
3367	Laboratory/Shelter Mechanic	17.58
3368	Laborer	11.36
3369	Locksmith	18.04
3370	Machinery Maintenance Mechanic	23.32
3371	Machinist, Maintenance	18.59
3372	Maintenance Trades Helper	14.41
3373	Metrology Technician I	22.82
3374	Metrology Technician II	23.80
3375	Metrology Technician III	24.74
3376	Millwright	18.79
3377	Office Appliance Repairer	21.83
3378	Painter, Maintenance	17.56
3379	Pipefitter, Maintenance	18.90
3380	Plumber, Maintenance	18.06
3381	Pneudraulic Systems Mechanic	18.79
3382	Rigger	18.79
3383	Scale Mechanic	17.29
3384	Sheet-Metal Worker, Maintenance	18.38
3385	Small Engine Mechanic	16.75
3386	Telecommunications Mechanic I	18.89
3387	Telecommunications Mechanic II	20.21
3388	Telephone Lineman	19.60
3389	Welder, Combination, Maintenance	18.38
3390	Well Driller	18.79
3391	Woodcraft Worker	18.79
3392	Woodworker	16.43

1000	Personal Needs Occupations	
1001	Child Care Attendant	8.56
1002	Child Care Center Clerk	10.68
1003	Chore Aide	9.26
1004	Family Readiness And Support Services Coordinator	12.61
1005	Homemaker	13.55
1000	Plant And System Operations Occupations	
1001	Boiler Tender	18.86
1002	Sewage Plant Operator	18.07
1003	Stationary Engineer	18.86
1004	Ventilation Equipment Tender	14.85
1005	Water Treatment Plant Operator	18.07
1000	Protective Service Occupations	
1001	Alarm Monitor	12.57
1002	Baggage Inspector	10.85
1003	Corrections Officer	15.28
1004	Court Security Officer	16.82
1005	Detection Dog Handler	13.55
1006	Detention Officer	15.28
1007	Firefighter	16.82
1008	Guard I	10.85
1009	Guard II	13.55
1010	Police Officer I	18.35
1011	Police Officer II	20.41
2000	Recreation Occupations	
2001	Carnival Equipment Operator	9.52
2002	Carnival Equipment Repairer	10.00
2003	Carnival Equipment Worker	7.89
2004	Gate Attendant/Gate Tender	13.76
2005	Lifeguard	12.21
2006	Park Attendant (Aide)	15.40
2007	Recreation Aide/Health Facility Attendant	11.24
2008	Recreation Specialist	16.31
2009	Sports Official	12.26
2010	Swimming Pool Operator	15.65
3000	Stevedoring/Longshoremen Occupational Services	
3001	Slacker And Bracer	17.70
3002	Hatch Tender	17.70
3003	Line Handler	17.70
3004	Stevedore I	16.90
3005	Stevedore II	18.56
4000	Technical Occupations	
4001	Air Traffic Control Specialist, Center (HFO) (see 2)	35.65
4002	Air Traffic Control Specialist, Station (HFO) (see 2)	24.58
4003	Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.07
4004	Archaeological Technician I	17.26
4005	Archaeological Technician II	19.32
4006	Archaeological Technician III	23.94
4007	Cartographic Technician	24.23
4008	Civil Engineering Technician	22.83
4009	Drafter/CAD Operator I	17.26
4010	Drafter/CAD Operator II	19.55
4011	Drafter/CAD Operator III	21.11
4012	Drafter/CAD Operator IV	25.97

1300	Engineering Technician I	14.53
1301	Engineering Technician II	17.48
1302	Engineering Technician III	21.00
1303	Engineering Technician IV	28.62
1304	Engineering Technician V	33.81
1305	Engineering Technician VI	40.89
1306	Environmental Technician	23.45
1307	Laboratory Technician	18.92
1308	Mathematical Technician	24.23
1309	Paralegal/Legal Assistant I	18.54
1310	Paralegal/Legal Assistant II	22.98
1311	Paralegal/Legal Assistant III	28.11
1312	Paralegal/Legal Assistant IV	34.01
1313	Photo-Optics Technician	24.23
1314	Technical Writer I	20.96
1315	Technical Writer II	25.63
1316	Technical Writer III	31.02
1317	Unexploded Ordnance (UXO) Technician I	22.65
1318	Unexploded Ordnance (UXO) Technician II	27.41
1319	Unexploded Ordnance (UXO) Technician III	32.85
1320	Unexploded (UXO) Safety Escort	22.65
1321	Unexploded (UXO) Sweep Personnel	22.65
1322	Weather Observer, Combined Upper Air Or	(see 3) 21.11
1323	Weather Programs	
1324	Weather Observer, Senior	(see 3) 23.45
1325	Transportation/Mobile Equipment Operation Occupations	
1326	Bus Aide	10.71
1327	Bus Driver	13.94
1328	Driver Courier	14.96
1329	Parking and Lot Attendant	10.11
1330	Shuttle Bus Driver	16.25
1331	Taxi Driver	10.90
1332	Truckdriver, Light	16.25
1333	Truckdriver, Medium	16.82
1334	Truckdriver, Heavy	17.62
1335	Truckdriver, Tractor-Trailer	17.62
1336	Miscellaneous Occupations	
1337	Cashier	9.30
1338	Desk Clerk	7.94
1339	Embalmer	22.65
1340	Laboratory Animal Caretaker I	8.61
1341	Laboratory Animal Caretaker II	13.46
1342	Mortician	22.65
1343	Pest Controller	12.65
1344	Photofinishing Worker	11.90
1345	Recycling Laborer	14.15
1346	Recycling Specialist	16.26
1347	Refuse Collector	12.79
1348	Sales Clerk	11.50
1349	School Crossing Guard	12.71
1350	Survey Party Chief	17.48
1351	Surveying Aide	10.77
1352	Surveying Technician	14.74
1353	Welding Machine Attendant	12.64
1354	Welding Machine Repairer	14.48

Vending Machine Repairer Helper

12.64

ALL EMPLOYATIONS 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 \$3.50 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 predecessor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the entire span of continuous service with the present contractor or successor, whether 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'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 EMPLOYATIONS 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. 541.41) 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.

Secondly, 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:

The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

1. 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;

2. The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

3. 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and gunpowder. 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 ordnance, and 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 lesser 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. 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 (as required 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 employer 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

an actual 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" material, 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 pay for 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 listing of the Directory may be found on the WHD home page at <http://www.dol.gov/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 unlisted 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 classification(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 (FOE) 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 perform any contract work.

1. 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).

2. Within 40 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.

3. The contracting officer transmits the Wage and Hour decision to the contractor.

4. 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 Classifications" (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. Conformance may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 000015		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200366601		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3078				(x)			9A. AMENDMENT OF SOLICITATION NO.
							9B. DATED (SEE ITEM 11)
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C
							10B. DATED (SEE ITEM 13) 10/09/2008
CODE 1WHJ3		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$144,376.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)
	D. OTHER (Specify type of modification and authority)

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

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

1. The purpose of this modification is to:


Increase funding in the amount of \$144,376 from \$6,926,088 to \$7,070,464, pursuant to NASA FAR Clause 1852.232-77, Limitation of Funds (Fixed-Price Contract). The anticipated funded through date is December 18, 2010.

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

H.6 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 12-6-10	

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
NN109AA03C/000015PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$114,375.00</p> <p>New Total Obligated Amount for this Award: \$7,070,464.00</p> <p>Incremental Funded Amount changed: from \$6,925,089.00 to \$7,070,464.00</p> <p>Accounting and Appropriation Data:</p> <p>PR: 4200366601</p> <p>62AS10/6100.2560/62/FC0000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Amount: \$121,126.00</p> <p>62AS20/6100.2560/62/FC0000000/736466.06.01.08.06/00 0/2560/62/CASX12011D/361N/1/43</p> <p>Cost Center 62AS20</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Amount: \$23,250.00</p> <p>FOB: Destination</p>				

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 **\$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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000016		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPH CORP 2625 W ENTIAI AVE KENNEWICK WA 98336-3078		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
9C. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ3		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$145,351.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NTS 1352.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

1. The purpose of this modification is to:

Increase funding in the amount of \$145,351 from \$7,070,464 to \$7,215,815, pursuant to NASA FAR Clause 1352.232-77, Limitation of Funds (Fixed-Price Contract). The anticipated funded through date is January 3, 2011.

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

H.6 NTS 1352.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Audrey R. McMillan	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Audrey R. McMillan</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12-28-2010

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
NNH109AA03C/000016PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$145,351.00</p> <p>New Total Obligated Amount for this Award: \$7,215,815.00</p> <p>Accounting and Appropriation Data:</p> <p>PR 4200368946</p> <p>62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Amount: \$21,225.00</p> <p>PR 4200369356</p> <p>62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Amount: \$121,126.00</p> <p>FOB: Destination</p>				

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 **\$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 1 2	
2. AMENDMENT/MODIFICATION NO. 000017		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200370144	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 2625 W ENTIAT AVE KENNEWICK WA 99336-3073		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1WHJ2		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer: ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase: \$484,504.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

1. The purpose of this modification is to:

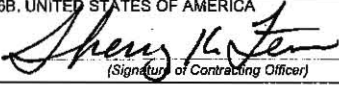
Increase funding in the amount of \$484,504 from \$7,215,815 to \$7,700,319, pursuant to NASA FAR Clause 1852.232-77, Limitation of Funds (Fixed-Price Contract). The anticipated funded through date is March 4, 2011.

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

H.6 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/3/2011

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
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2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: \$484,504.00</p> <p>New Total Obligated Amount for this Award: \$7,700,319.00</p> <p>Accounting and Appropriation Data:</p> <p>PR 4200370144</p> <p>62AS10/6100.2560/62/EC0000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order EC0000000</p> <p>Amount: \$484,504.00</p> <p>FOE: Destination</p>				

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 **\$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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000018		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200371036	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE MSFC	
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Jane L. Thomas Marshall Space Flight Center AL 35812		CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99238		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NN109AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHL		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$121,126.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

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

1. The purpose of this modification is to:

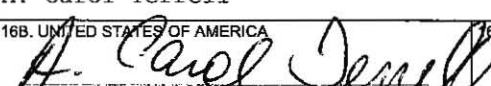
Increase funding in the amount of \$121,126 from \$7,700,319 to \$7,821,445, pursuant to NASA FAR Clause 1852.232-77, Limitation of Funds (Fixed-Price Contract). The anticipated funded through date is March 4, 2011.

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

H.6 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) A. Carol Terrell	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1-13-11

CONTINUATION SHEET

REFERENCE NO.

DOCUMENT BEING CONTINUED

PAGE

OF

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2

NAME OF OFFEROR OR CONTRACTOR

HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification:</p> <p>\$121,126.00</p> <p>New Total Obligated Amount for this Award:</p> <p>\$7,821,415.00</p> <p>Accounting and Appropriation Data:</p> <p>PR 1200371036</p> <p>62AS10/6100.2560/62/FC0000000/736466.01.09.08.02.0/</p> <p>1/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC0000000</p> <p>Amount: \$121,126.00</p> <p>FOB: Destination</p>				

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 **\$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 FUNDSDate **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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ NO.	
000019		03/01/2011		4200373724	
5. PROJECT NO. (if applicable)		6. ISSUED BY		7. ADMINISTERED BY (if other than item 6)	
		CODE HSFC		CODE HSFC	
NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiera S. Spann Marshall Space Flight Center AL 35812			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.			
HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9B. DATED (SEE ITEM 11)			
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C			
		10B. DATED (SEE ITEM 13) 10/09/2008			
CODE 1WHJ8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

(b)(4)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IDIQ Support within Scope, H.2 1952.216-80 TASK ORDERING PROCEDURE (ALTERNATE 1) (OCT 1996)
	D. OTHER (Specify type of modification and authority)

14. IMPORTANT: Contractor is not [X] is required to sign this document and return 1 copies to the issuing office

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

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

(a) Incorporate IDIQ Task Order 01, Bioassay Testing for Depleted Uranium Exposures, against basic contract NNM09AA03C. The value of task order 01 for the period March 1, 2011 through October 31, 2011 is (b)(4). The total value of task order 01, if all options are exercised through October 31, 2013, is (b)(4).

(b) Provide incremental funding to IDIQ Task Order 01 in the amount of (b)(4) pursuant to clause H.6 Limitation of Funds. The anticipated funded through date is May 31, 2011.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Laura Mills, Manager & Admin		Sherry K Fenn	
15B. CONTRACTOR/OFFEROR		15C. UNITED STATES OF AMERICA	
[Signature]		[Signature]	
15C. DATE SIGNED		15D. DATE SIGNED	
3/1/11		03/01/2011	

NSN 7540 01-152-8070
Previous edition: obsolete

STANDARD FORM 50 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM09AA03C/000019	2	3

NAME OF OFFEROR OR CONTRACTOR
 HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
010	<p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Task Order 01 has been incorporated in its entirety</p> <p>Attachment J-16, IDIQ Task Orders, has been incorporated in its entirety</p> <p>Section J, List of Attachments, has been modified</p> <p>Performance Work Statement, Page J-1-17, has been modified</p> <p>3. Contractors Statement of Release</p> <p>In consideration of the modification(s) agreed to 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 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.</p> <p>Contract Change Identification: Modification 19 to Contract NNM09AA03C</p> <p>Contractor Proposal Number: HPM Proposal dated February 4, 2011</p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>List of Changes:</p> <p>Accounting and Appropriation Data:</p> <p>PR 4200373724</p> <p>Account code:</p> <p>62EM30/6100.2560/62/FC000000/432938.11.01.08.39/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62EM30</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Amount: (b)(4)</p> <p>FOB: Destination</p>				
	<p>IDIQ Task Order 01, Bioassay Testing for Depleted</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Uranium Exposures Incrementally Funded Amount: (b)(4) Accounting Info: 62EM30/6100.2560/62/FC000000/432938.11.01.08.39/00 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 Commitment Item: 2560 Funds Center: 62 Fund: CASX12011D Functional Area: 361N Funded: \$2,500.00				

TASK ORDER 01

BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

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

1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

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

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (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:

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

4.0 PLACE OF PERFORMANCE

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

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

[END OF SECTION]

- (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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 00020A		3. EFFECTIVE DATE 03/11/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiera S. Spann Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

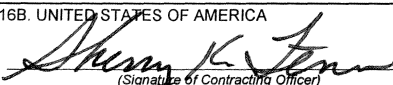
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2												
2. AMENDMENT/MODIFICATION NO. 000021		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)											
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiera S. Spann Marshall Space Flight Center AL 35812		CODE MSFC											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338				(x)			9A. AMENDMENT OF SOLICITATION NO.										
							9B. DATED (SEE ITEM 11)										
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C										
							10B. DATED (SEE ITEM 13) 10/09/2008										
CODE 1WHJ8		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																	
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase:		\$361,564.00											
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> <tr> <td>X</td> <td>NFS Clause 1852.232-77, Limitation of Funds Clause</td> </tr> </table>								CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)	X	NFS Clause 1852.232-77, Limitation of Funds Clause
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:																
	D. OTHER (Specify type of modification and authority)																
X	NFS Clause 1852.232-77, Limitation of Funds Clause																
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.																	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose(s) of this modification is/are to:																	
1. Increase Total Funds Allotted in the amount of \$361,564.00, from \$7,823,945.00 to \$8,185,509.00. The anticipated fund through date is April 12, 2011.																	
2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.																	
H.6 -1852.225-70 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)																	
Continued ...																	
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																	
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)													
				Sherry K Fenn													
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED											
(Signature of person authorized to sign)				 (Signature of Contracting Officer)		03/28/2011											

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000021PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$3,465,025.00 New Total Amount for this Award: \$24,829,706.00 Obligated Amount for this Modification: \$361,564.00 New Total Obligated Amount for this Award: \$8,185,509.00 Incremental Funded Amount changed: from \$7,823,945.00 to \$8,185,509.00 Incrementally Funded through date changed from 03/04/2011 to 04/12/2011</p> <p>PR 4200381558 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 Amount: \$216,564.00</p> <p>PR 4200378143 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 Amount: \$145,000.00</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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, 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:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date April 12, 2011	Amounts \$6,392,929.00

- (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 April 12, 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.

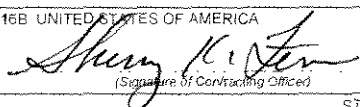
(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract 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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 000022		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO 4200386274	
5 PROJECT NO (if applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiera S. Spann Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(X)		9A AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
Net Increase: \$360,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF				
X	D OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds Clause				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office					
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)					
The purpose(s) of this modification is/are to:					
1. Increase Total Funds Allotted in the amount of \$360,000.00, from \$8,185,509.00 to \$8,545,509.00. The anticipated fund through date is May 19, 2011.					
2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.					
H.6 -1852.225-70 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)					
3. All other terms and conditions remain unchanged and in full force and effect.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Sherry K Fenn			
15B CONTRACTOR/OFFEROR		15C DATE SIGNED		16C UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C DATE SIGNED 4-26-11	

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>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</p> <p>PR 4200386274 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 Amount: \$360,000.00</p> <p>Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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, 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

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.

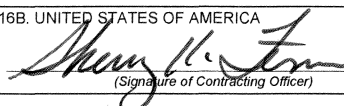
(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract 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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 000023		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200390569	
6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		5. PROJECT NO. (If applicable)	
				7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiera S. Spann Marshall Space Flight Center AL 35812	
				CODE MSFC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
Net Increase: \$1,200,000.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
X	NFS Clause 1852.232-77, Limitation of Funds Clause				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose(s) of this modification is/are to:					
1. Increase Total Funds Allotted in the amount of \$1,200,000, from \$8,545,509 to \$9,745,509. The anticipated fund through date is September 26, 2011.					
2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.					
H.6 -1852.225-70 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)					
3. All other terms and conditions remain unchanged and in full force and effect.					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Sherry K Fenn		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. DATE SIGNED 5-24-11	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM09AA03C/000023	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification:</p> <p>\$1,200,000.00</p> <p>New Total Obligated Amount for this Award:</p> <p>\$9,745,509.00</p> <p>Incremental Funded Amount changed: from</p> <p>\$8,545,509.00 to \$9,745,509.00</p> <p>Incrementally Funded through date changed from</p> <p>05/19/2011 to 09/26/2011</p> <p>PR 4200390569</p> <p>62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/</p> <p>1/000/2560/62/CASX12011D/361N/1/2</p> <p>Cost Center 62AS10</p> <p>GI Account 6100.2560</p> <p>Order FC000000</p> <p>Amount: \$1,200,000.00</p> <p>Delivery Location Code: MSFC</p> <p>NASA/Marshall Space Flight Center</p> <p>Marshall Space Flight Center AL 35812</p> <p>FOB: Destination</p>				

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, 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:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date September 26, 2011	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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT NO. CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO. 000024		3 EFFECTIVE DATE 06/01/2011		4 REQUISITION/PURCHASE REQ. NO.	
5 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		7 ADMINISTERED BY (If other than Item 5) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Kiara S. Spann Marshall Space Flight Center AL 35812	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(X) 9A AMENDMENT OF SOLICITATION NO.		9B DATED (SEE ITEM 11)	
CODE 1WHJB		FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (is extended, [] is not extended)
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-1, Changes--Fixed-Price
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 2 copies to the issuing office

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

1. The purposes of this modification are to:

(a) Definitize the Contractor's proposal to reduce level of support for the period June 1, 2011 through contract end, if all options are exercised, October 31, 2013. Therefore, Total Potential Contract Value is decreased in the amount of (b)(4) from (b)(4) to (b)(4)

(b) Revise the Performance Work Statement (PWS), PWS 3.1.4(c) Mammograms and PWS 3.1.9 Flu Shots are removed in their entirety.

(c) Update NFS Clause 1852.204-76 Security Requirements for Unclassified Information
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Mgr. Contracts & Admin		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Penn	
15B CONTRACTOR/OFFEROR Specimen Mills		16B UNITED STATES OF AMERICA	
15C DATE SIGNED 5-26-11		16C DATE SIGNED 5-26-11	

NSN 7540-01-182-8070
(Previous edition unusable)

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000024

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Technology Resources (Jan 2011)</p> <p>(d) Update MSFC Clause 52.204-90 Contractor Employee Badging And Employment Termination Clearance (Aug 2010)</p> <p>2. The following paragraph(s) and attachments has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>B.3.A TOTAL FIRM FIXED PRICE LUMP SUM B.3.B TOTAL POTENTIAL CONTRACT VALUE F.5 VARIATION IN QUANTITY (LUMP SUM) G.10 MSFC 52.204-90, CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (AUG 2010) I.17 1852.201-76, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) J-1-13 PWS 3.1.4 (c) Mammograms J-1-16 PWS 3.1.9 Flu Shots</p> <p>3. Contractor's Statement of Release</p> <p>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.</p> <p>Contract Change Identification: Contract Modification 24 Contractor Proposal: HPM Corporation Proposal dated May 13, 2011</p> <p>4. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Definitize Change Order Total Amount for this Modification: (b)(4) New Total Amount for this Award: \$24,590,691.00 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligations unchanged: \$9,745,509.00 FOB: Destination				

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>PERIOD COVERED</u>	<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:

<u>PERIOD COVERED</u>	<u>PRICE</u>	<u>STATUS OF OPTIONS</u>
(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)

I.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 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED 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 <https://itsecurity.nasa.gov/policies/index.html>.

(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 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)

(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 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

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)

I.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 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, 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 SECTION]

1. Laboratory Profile to include chemistry profile, Total Iron Binding Capacity (TIBC) when deemed 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. Hemocult (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

- ~~(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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 000025		3. EFFECTIVE DATE 07/14/2011		4 REQUISITION/PURCHASE REQ NO	
5 PROJECT NO (if applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Charlotte Brewer-Cooper Marshall Space Flight Center AL 35812	
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
9C. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Decrease: (b)(4)
62EM30/6100.2560/FC000000/432938.11.01.08.39/000/2560/62/CASX12011D/361N

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR Clause 52.243-1, Changes--Fixed-Price
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office

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

1. The purpose of this modification is to de-scope requirement for Bioassay Testing for Depleted Uranium Exposures effective April 30, 2011. Total Potential Contract Value is decreased in the amount of (b)(4) from (b)(4)

2. The following paragraph(s) and attachments has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

Statement of Work: Bioassay Testing for Depleted Uranium Exposures

- Period of Performance for the IDIQ effort:

o Prior - March 1, 2011 through October 31, 2013

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Sherry K Fenn		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED 7-14-11

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM09AA03C/000025	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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.</p> <p>Contract Change Identification: Contract Modification 25 Contractor Proposal: HPM Corporation Proposal email dated June 21, 2011.</p> <p>4. All other terms and conditions remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>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)</p> <p>Cost Center: 62EM30 GI Account: 6100.2560 Order: EC000000 WBS Element1: 432938.11.01.08.39 Item Number: 000 Commitment Item: 2560 Funds Center: 62 Fund: CASX12011D Functional Area: 361N FOB: Destination</p>				

STATEMENT OF WORK

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/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000026		3. EFFECTIVE DATE 10/01/2011		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IDIQ Support within Scope, H.2 1852.216-80 Task Ordering Procedure (Alternate 1) (Oct 1996)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

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

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

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

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

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. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000026

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Task Order 02 has been incorporated in its entirety.</p> <p>Attachment J-16, IDIQ Task Orders, has been incorporated in its entirety.</p> <p>Section J, C-1 List of Attachments has been modified to incorporate 3.2.2 Task Order 2.</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Supplemental Agreement for work within scope</p> <p>Total Amount for this Modification: (b)(4) thereby correcting Contract IDIQ Totals for periods OY 2, 3, & 4</p> <p>New Total Amount for this Award: \$24,590,601</p> <p>New Total Obligated Amount for this Award: \$9,748,949</p> <p>CHANGES FOR LINE ITEM NUMBER: 11 Environmental Mgt Support Svs OY 2 With offsetting decrease in LI 07 OY2, maximum IDIQ Value: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 12 Environmental Mgt Support Svs OY 3 With offsetting decrease in LI 08 OY3, maximum IDIQ Value: (b)(4)</p> <p>FOB: Destination</p> <p>CHANGES FOR LINE ITEM NUMBER: 13 With offsetting decrease in LI 09 OY4, maximum IDIQ Value:</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM09AA03C/000026	3	3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
013	JDIQ Task Order 02, Environmental Mgt Support Svs OY 4 Amount: (b)(4) (Option Line Item)				

TASK ORDER 02

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

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

1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

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

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

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

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

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

4.0 PLACE OF PERFORMANCE

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

5.0 PERFORMANCE MEASURE:

See Performance Requirements Summary Attached

6. TECHNICAL DIRECTION

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

7. CONSIDERATION AND PAYMENT

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

Task Order 02 Payment Schedule

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

10. OTHER TERMS AND CONDITIONS

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

11. ORDER OF PRECEDENCE

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

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

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

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

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

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

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

Environmental Engineering & Occupational Health Office

NASA/Marshall Space Flight Center

Huntsville, AL

1.0 GENERAL REQUIREMENTS

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

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

2.0 FIRM-FIXED-PRICE (FFP) WORK

The following effort will be bid as FFP work.

2.1 General Support

The Contractor shall:

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

2.2 Hazardous Materials Management

The Contractor shall:

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

2.3 Sustainability Program

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

The Contractor shall:

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

2.4 Air Compliance Support

The Contractor shall:

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

3.0 DOCUMENTATION AND REPORTING REQUIREMENTS

3.1 Environmental Operations Plan

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

3.2 Environmental Monthly Report

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

3.3 Tier II Report

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

3.4 Toxic Release Inventory Report

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

3.5 Process Safety Report

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

3.6 Hazardous Air Pollutant Report

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

3.7 Air Emissions Estimate Report

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

3.8 Vapor Balance Test Report

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

3.9 Clean Air Act Title V Annual Compliance Report

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

3.10 Clean Air Act Title V Semi-Annual Compliance Report

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

3.11 Fuel Supplier Letter

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

4.0 GOVERNMENT FURNISHED EQUIPMENT

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

LIST OF ACRONYMS

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

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

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

ATTACHMENT J-16 – IDIQ TASK ORDERS

TASK ORDER 01

WBS 3.2.1 BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

TASK ORDER 02

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

ATTACHMENT J-16 – IDIQ TASK ORDERS

PERFORMANCE WORK STATEMENT – TASK ORDER 02

WBS 3.2.2 OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

1.0 SCOPE

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

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

2.0 DELIVERABLES

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

4.0 TRAVEL – N/A

5.0 MATERIALS – N/A

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

[END OF SECTION]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 00026A		3. EFFECTIVE DATE 09/26/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008			
CODE 1WHJ8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this Administrative Modification 26A is to change the COTR from James A. Elliott/AS01 to David L. Thaxton/AS10. COTR Delegation effective July 20, 2011; CMM inadvertently not updated at that time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 000027		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO	
5 PROJECT NO (If applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(X) 9A AMENDMENT OF SOLICITATION NO		9B DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C		10B DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. () is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF 52.243-1, Changes Fixed Price
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. (X) is required to sign this document and return 2 copies to the issuing office

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

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

a) Update Clause 52.232-19, Availability of Funds for the Next Fiscal Year and;

b) Incorporate Clause 52.232-18, Availability of Funds.

2. The following paragraph/pages(s) have been hereby modified and replaced in it's entirety with the updated slip-sheets to the contract provided with sidebars indicating change.

a) Section I to include the following:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager, Contracts & Admin		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn	
15B CONTRACTOR/OFFEROR Signature of person authorized to sign	15C DATE SIGNED 9-29-11	16B UNITED STATES OF AMERICA Signature of Contracting Officer	16C DATE SIGNED 9/30/11

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Previous edition unusable

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Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000027PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Page(s) Deleted Page(s) Added I-2 I-2 I-3 I-3 I-24 I-24 I-25 I-25 3. 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 : Other Administrative Action				

52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	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	DEC 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
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

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.S.-Flag 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 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)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

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)

I.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 52.232-18 AVAILABILITY OF FUNDS (APR 1984)



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]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2									
2 AMENDMENT/MODIFICATION NO 000028		3 EFFECTIVE DATE 10/13/11		4 REQUISITION/PURCHASE REQ NO 4200412096									
5 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		5. PROJECT NO (If applicable)									
6 ADMINISTERED BY (If other than Item 5) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812		CODE MSFC											
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11) X 10A MODIFICATION OF CONTRACT/ORDER NO NNM09A03C 10B DATED (SEE ITEM 13) 10/09/2008											
CODE IWHJ8		FACILITY CODE											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.													
12 ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</td> </tr> <tr> <td></td> <td>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</td> </tr> <tr> <td>X</td> <td>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NFS Clause 1852.232-77, Limitation of Funds and mutual agreement.</td> </tr> <tr> <td></td> <td>D OTHER (Specify type of modification and authority)</td> </tr> </table>						CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)	X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NFS Clause 1852.232-77, Limitation of Funds and mutual agreement.		D OTHER (Specify type of modification and authority)
CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A												
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	D OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)													
1. The purpose(s) of this modification is/are to:													
a) Incorporate Clause B.5, Summation of Task Orders, in order to allow for tracking of all Task Orders awarded to date.													
b) Revise Clause H.6, 1852.232-77 Limitation of Funds (Fixed-Price Contract) (March 1989) in order to reflect the obligation of (b)(4) in funding for Task Order 02, Environmental Management Support Services.													
c) Provide incremental funding to IDIQ Task Order 02 pursuant to Clause 12.0, Limitation of Funds in the amount of (b)(4) by fund certification of the Continuing Continued ...													
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect													
15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Manager, Contracts + Admin		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S Jackson											
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 10.12.11		16B. UNITED STATES OF AMERICA 									
(Signature of person authorized to sign)				16C. DATE SIGNED 10/13/11									
(Signature of Contracting Officer)													

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STANDARD FORM 30 (REV. 10-83)
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNM09AA03C/000028	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
	<p>Resolution with a funded-through date of October 31, 2011.</p> <p>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:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td></td><td>B-4</td></tr><tr><td>H-6</td><td>H-6</td></tr><tr><td>H-7</td><td>H-7</td></tr><tr><td>(TO) 1</td><td>(TO) 1</td></tr><tr><td>(TO) 3</td><td>(TO) 3</td></tr></table> <p>3. Pursuant to 12.0 Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:</p> <table><tr><td>Total FFP</td><td>Total</td><td>Total</td></tr><tr><td>Lump Sum</td><td>IDIQ</td><td>Funds</td></tr><tr><td>Value</td><td>Value</td><td>Obligated</td></tr></table> <p>Previous: (b)(4) This Mod: Current: </p> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>New Total Obligated Amount for this Award: \$9,757,010.00</p> <p>Accounting Info: 62AS10/6100.2560/62/PC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center: 62AS10 GI Account: 6100.2560 Order: PC000000 WBS Element1: 736466.01.09.08.02.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2560 Funds Center: 62 Fund: CASX12012D Functional Area: 361N FOB: Destination</p>	Pages Deleted	Pages Added		B-4	H-6	H-6	H-7	H-7	(TO) 1	(TO) 1	(TO) 3	(TO) 3	Total FFP	Total	Total	Lump Sum	IDIQ	Funds	Value	Value	Obligated				
Pages Deleted	Pages Added																									
	B-4																									
H-6	H-6																									
H-7	H-7																									
(TO) 1	(TO) 1																									
(TO) 3	(TO) 3																									
Total FFP	Total	Total																								
Lump Sum	IDIQ	Funds																								
Value	Value	Obligated																								

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

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

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

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

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

(End of clause)

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 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 (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 **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 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 (Option 2 to basic contract) shall be October 1, 2011 through October 31, 2011.

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

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

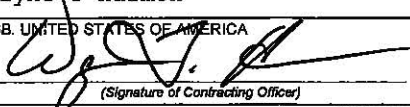
Should a conflict arise between the terms and conditions as shown in this Task Order 2 and the terms and conditions of the basic order, NNM09AA03C, the basic contract shall prevail.

**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	
Date: November 1, 2011	Amount: \$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 **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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3											
2. AMENDMENT/MODIFICATION NO. 000029		3. EFFECTIVE DATE 10-17-2011		4. REQUISITION/PURCHASE REQ. NO. 4200412873											
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)											
CODE 1WHJ8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C x		10B. DATED (SEE ITEM 13) 10/09/2008											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$50.00											
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> <tr> <td>X</td> <td>NFS Clause 1852.232-77, Limitation of Funds.</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)	X	NFS Clause 1852.232-77, Limitation of Funds.
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
	D. OTHER (Specify type of modification and authority)														
X	NFS Clause 1852.232-77, Limitation of Funds.														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose(s) of this modification is/are to:															
1. Correct administrative errors from previous modifications listed below: a) Correct B.3.A Total firm Fixed Price (Lump Sum) Base Period Covered Date & Period Covered Price (Option 1) per price change executed in Modification 11. b) Revise Clause B.5, Summation of Task Orders, & Task Order 01 Pages 1 - 2 to reflect the correct Total Task Order 01 Value OY2 per the de-scope requirement executed in Modification 25.															
Continued ...															
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)													
		Wayne T Harmon													
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA											
(Signature of person authorized to sign)				 (Signature of Contracting Officer)											
				16C. DATE SIGNED Oct 17 2011											
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. OF DOCUMENT BEING CONTINUED NNM09AA03C/000029	PAGE 2	OF 3
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NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																																	
	<p>c) Revise Clause H.6, 1852.232-77 Limitation of Funds (Fixed-Price Contract) (March 1989) in order to reflect the obligation of \$50 in funding for Task Order 01, Bioassay Monitoring Program.</p> <p>d) Revise Period of Performance & Payment Schedule to reflect Bioassay Testing for Depleted Uranium Exposures effort funded-through date of May 31, 2011 for Task Order 01, Option Year 2.</p> <p>e) Revise Attachment J, 4.1.6 and include PWS Metrics Performance Standard timeline note(*) .</p> <p>2. Provide incremental funding to IDIQ Task Order 01, OY2 pursuant to Clause 12.0, Limitation of Funds in the amount of \$50.</p> <p>3. The following pages have been hereby modified and replaced in its entirety with the updated slip-sheets to Contract NNNM09AA03C and its Task Order 01 provided with sidebars in the right margins in the specific area indicating change:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>B-2</td><td>B-2</td></tr><tr><td>B-4</td><td>B-4</td></tr><tr><td>H-6</td><td>H-6</td></tr><tr><td>J-1-21</td><td>J-1-21</td></tr><tr><td>J-7-1</td><td>J-7-1</td></tr><tr><td>J-7-2</td><td>J-7-2</td></tr><tr><td>J-7-3</td><td>J-7-3</td></tr><tr><td>J-7-5</td><td>J-7-5</td></tr><tr><td>(TO) 1</td><td>(TO) 1</td></tr><tr><td>(TO) 2</td><td>(TO) 2</td></tr><tr><td>(TO) 3</td><td>(TO) 3</td></tr></table> <p>4. Pursuant to 12.0 Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:</p> <table><tr><td>Total FFP</td><td>Total</td><td>Total</td></tr><tr><td>Lump Sum</td><td>IDIQ</td><td>Funds</td></tr><tr><td>Value</td><td>Value</td><td>Obligated</td></tr></table> <p>Previous: (b)(4) This Mod: Current: </p> <p>Continued</p>	Pages Deleted	Pages Added	B-2	B-2	B-4	B-4	H-6	H-6	J-1-21	J-1-21	J-7-1	J-7-1	J-7-2	J-7-2	J-7-3	J-7-3	J-7-5	J-7-5	(TO) 1	(TO) 1	(TO) 2	(TO) 2	(TO) 3	(TO) 3	Total FFP	Total	Total	Lump Sum	IDIQ	Funds	Value	Value	Obligated				
Pages Deleted	Pages Added																																					
B-2	B-2																																					
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J-7-5	J-7-5																																					
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(TO) 3	(TO) 3																																					
Total FFP	Total	Total																																				
Lump Sum	IDIQ	Funds																																				
Value	Value	Obligated																																				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000029

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : 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 Incremental Funded Amount changed from \$2,500.00 to \$2,550.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC0000000/736466.01.09.08.02.0/1/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 Amount: \$50.00 FOB: Destination</p>				

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>PERIOD COVERED</u>	<u>PRICE</u>
11/01/08-10/31/11	\$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:

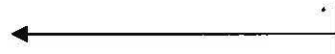
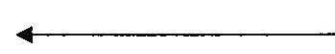
PERIOD COVERED	PRICE	STATUS OF OPTIONS
(Option 1) 11/01/09 – 10/31/10	(b)(4)	Exercised Mod 8
(Option 2) 11/01/10 – 10/31/11		Exercised Mod 14
(Option 3) 11/01/11 – 10/31/12		TBD
(Option 4) 11/01/12 – 10/31/13		TBD

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

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

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

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



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

(End of clause)

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (Option 2 to Basic Contract) shall be March 1, 2011 through May 31, 2011.

4.0 PLACE OF PERFORMANCE

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

5.0 PERFORMANCE MEASURE: (as stated in Attachment J-7, page J-7-7, PWS 3.0)

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 3.0 Medical Services	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00

6. 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		

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) 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.

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.
 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

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
	The contractor shall provide staff with required skill levels.	100% of staff shall have required skill levels for specific contract functions	Review of contractor assigned personnel	\$2500 per incident over the AQL
	Any monetary fines received from regulatory organizations such as OSHA/EPA/NRC are the 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. *	95% of exams shall not exceed the time limits	Review of scheduling data.	\$500.00 per incident over AQL
	** 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

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 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.	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
PWS 3.1.4, 3.1.9 Immunizations and other injections, tests and diagnostics required in addition to those offered as part of the basic physical exam.	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 be seen within 15 minutes of arrival. *	95% of patients shall be seen within the time limit. 2 incidents per reporting period	Contractor provided data Validated customer feedback.	\$500.00 per incident over AQL \$500.00 per incident over AQL

** 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 asbestos-containing material. On-site sample analysis shall be performed within 2 working days following collection. *	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
	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. *	0 incidents		
	Radioactive waste shall be disposed in accordance with NRC and DOT requirements. *	0 incidents		

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. 000030		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO. See Schedule	
5 PROJECT NO (if applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A AMENDMENT OF SOLICITATION NO. (x)		9B DATED (SEE ITEM 11)	
CODE 1WHJ8		FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule
Net Increase: \$229,623.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds.

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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


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

1. Increase Total Funds Allotted in the amount of \$229,623, from \$9,757,060 to \$9,986,683.
The anticipated fund-through date is October 31, 2011.

2. Pursuant to 12.0 Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wayne T Harmon	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED Oct. 18 2011

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<div style="display: flex; justify-content: space-between;"> <div> Total FFP Lump Sum Value </div> <div> Total IDIQ Value </div> <div> Total Funds Obligated </div> </div> <div> Previous Amount: (b)(4) \$311,944 \$9,757,060 This Modification: \$0 \$0 \$ 229,623 Revised Amount: (b)(4) \$311,944 \$9,986,683 </div> <p>3. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>a) H.6 1852.225-70 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MARCH 1989)</p> <div style="display: flex; justify-content: space-around;"> <div> Pages Deleted H-6 </div> <div> Pages Added H-6 </div> </div> <p>4. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$229,623.00 New Total Obligated Amount for this Award: \$9,986,683.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 Amount: \$27,500.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 Amount: \$202,123.00</p> <p>FOB: Destination</p>				

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 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 **\$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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO 000031		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO 4200412875	
6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		CODE MSFC		5 PROJECT NO (if applicable)	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x) 9A. AMENDMENT OF SOLICITATION NO		9B DATED (SEE ITEM 11)	
CODE 1WHJ8		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C	
				10B DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required): Net Increase: \$175,000.00
62AS10/6100.2560/FC000000/736466.01.09.08.02.0/1/000/2560/62/CASX12012D/361N

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.017-9, Option to Extend the Term of the Contract & 1852.232-77, Limitation of Funds Clause

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office

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

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

1. Exercise Option 3 to extend the Period of Performance from November 1, 2011 through October 31, 2012. The Total NTE Lump Sum Contract Value shall increase in the amount of (b)(4). The IDIQ portion for Option Period 3 shall also be exercised at a NTE Value of \$1,500,000 with a Total Potential Value inclusive of \$4,989,297 for Option Year 3. The Total FFP Lump Sum Value for Option 3 Period Covered shall increase as follows:

Previous Amount: (b)(4)
This Modification: (b)(4)
Revised Amount: (b)(4)
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Harry B Craig	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED 10-24-11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000031PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)														
	<p>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.</p> <p style="text-align: center;">Total Funds Obligated</p> <p>Previous Amount: \$ 9,986,683 This Modification: \$ 175,000 Revised Amount: \$10,161,683</p> <p>3. Incorporate Wage Determination No.:2005-2008; Revision No.:16; Date of Revision:06/13/2011.</p> <p>4. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>B-2</td><td>B-2</td></tr><tr><td>F-1</td><td>F-1</td></tr><tr><td>H-6</td><td>H-6</td></tr><tr><td>H-7</td><td>H-7</td></tr><tr><td>J-1</td><td>J-1</td></tr><tr><td>J-6-1-thru-J-6-11</td><td>J-6-1-thru-J-6-11</td></tr></table> <p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification : 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</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/FC000000/736466.01.09.08.02.0/1/0 Continued ...</p>	Pages Deleted	Pages Added	B-2	B-2	F-1	F-1	H-6	H-6	H-7	H-7	J-1	J-1	J-6-1-thru-J-6-11	J-6-1-thru-J-6-11				
Pages Deleted	Pages Added																		
B-2	B-2																		
F-1	F-1																		
H-6	H-6																		
H-7	H-7																		
J-1	J-1																		
J-6-1-thru-J-6-11	J-6-1-thru-J-6-11																		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000031PAGE OF
3 3NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	00/2560/62/CASX12012D/361N 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 FOB: Destination				

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, 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 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>PERIOD COVERED</u>	<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 – 10/31/10	(b)(4)	Exercised Mod 8
(Option 2) 11/01/10 – 10/31/11		Exercised Mod 14
(Option 3) 11/01/11 – 10/31/12		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)

<u>Clause 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

<u>Clause Number</u>	<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:

<u>Option No.</u>	<u>Period of Performance</u>
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 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 (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

<u>Attachment</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1/J-1-28
2	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management Implementation Guide and Assessment Matrix	J-3-1/J-3-4
4	Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-11
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 posted 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	Wage Determination No.: 2005-2008
Director	Wage Determinations	Revision No.: 16
		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		10.07
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		19.18
01280 - Receptionist		11.86
01290 - Rental Clerk		12.97
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		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 - Automotive Electrician	18.61
05040 - Automotive Glass Installer	17.74
05070 - Automotive Worker	17.74
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
07042 - Cook II	10.27
07070 - Dishwasher	7.82
07130 - Food Service Worker	8.09
07210 - Meat Cutter	14.21
07260 - Waiter/Waitress	7.90
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	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
12000 - Health Occupations	
12010 - Ambulance Driver	15.85
12011 - Breath Alcohol Technician	16.00
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 Practical 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 - Pharmacy Technician	13.36
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.95
12311 - Registered Nurse I	22.94
12312 - Registered Nurse II	28.08
12313 - Registered Nurse II, Specialist	28.08
12314 - Registered Nurse III	33.97
12315 - Registered Nurse III, Anesthetist	33.97
12316 - Registered Nurse IV	40.70
12317 - Scheduler (Drug and Alcohol Testing)	19.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.09
13012 - Exhibits Specialist II	24.89
13013 - Exhibits Specialist III	30.45
13041 - Illustrator I	20.09
13042 - Illustrator II	24.89
13043 - Illustrator III	30.45
13047 - Librarian	27.56
13050 - Library Aide/Clerk	15.94
13054 ~ Library Information Technology Systems Administrator	24.89
13058 - Library Technician	16.14
13061 - Media Specialist I	17.96
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	
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	25.00
14072 ~ Computer Programmer II	(see 1)
	(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	(see 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 Occupations		
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
23140 - Carpet Layer	17.29
23160 - Electrician, Maintenance	23.21
23181 - Electronics Technician Maintenance I	19.44
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	15.48
23392 - Gunsmith II	17.06
23393 - Gunsmith III	18.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.38
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.30
23430 - Heavy Equipment Mechanic	20.43
23440 - Heavy Equipment Operator	17.87
23460 - Instrument Mechanic	22.82
23465 - Laboratory/Shelter Mechanic	17.99
23470 - Laborer	11.36
23510 - Locksmith	18.04
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
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 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.29
23890 - Sheet-Metal Worker, Maintenance	18.81
23910 - Small Engine Mechanic	17.06
23931 - Telecommunications 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
23970 - Woodcraft Worker	18.83
23980 - Woodworker	16.43

24000 - Personal Needs Occupations	8.56
24570 - Child Care Attendant	10.68
24580 - Child Care Center Clerk	10.19
24610 - Chore Aide	12.61
24620 - Family Readiness And Support Services Coordinator	13.55
24630 - Homemaker	20.75
25000 - Plant And System Operations Occupations	19.88
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	14.85
25070 - Stationary Engineer	19.88
25190 - Ventilation Equipment Tender	13.83
25210 - Water Treatment Plant Operator	10.85
27000 - Protective Service Occupations	15.28
27004 - Alarm Monitor	16.82
27007 - Baggage Inspector	13.55
27008 - Corrections Officer	15.28
27010 - Court Security Officer	16.82
27030 - Detection Dog Handler	10.85
27040 - Detention Officer	13.55
27070 - Firefighter	18.64
27101 - Guard I	20.71
27102 - Guard II	10.11
27131 - Police Officer I	10.62
27132 - Police Officer II	8.38
28000 - Recreation Occupations	14.06
28041 - Carnival Equipment Operator	12.21
28042 - Carnival Equipment Repairer	15.73
28043 - Carnival Equipment Worker	11.48
28210 - Gate Attendant/Gate Tender	17.94
28310 - Lifeguard	12.53
28350 - Park Attendant (Aide)	15.65
28510 - Recreation Aide/Health Facility Attendant	17.70
28515 - Recreation Specialist	17.70
28630 - Sports Official	16.90
28690 - Swimming Pool Operator	18.56
29000 - Stevedoring/Longshoremen Occupational Services	35.77
29010 - Blocker And Bracer	24.66
29020 - Hatch Tender	27.16
29030 - Line Handler	18.60
29041 - Stevedore I	20.81
29042 - Stevedore II	25.48
30000 - Technical Occupations	25.48
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	22.83
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	18.60
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	20.81
30021 - Archeological Technician I	25.48
30022 - Archeological Technician II	22.83
30023 - Archeological Technician III	18.60
30030 - Cartographic Technician	20.81
30040 - Civil Engineering Technician	23.21
30061 - Drafter/CAD Operator I	28.55
30062 - Drafter/CAD Operator II	
30063 - Drafter/CAD Operator III	
30064 - Drafter/CAD Operator IV	

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 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	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 Surface Programs	(see 3) 23.21
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

95842 - 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 contributions 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. (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

(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 ordnance, 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. 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(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/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2											
2 AMENDMENT/MODIFICATION NO 000032		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO 4200413497											
5 PROJECT NO. (if applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812											
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11) 											
CODE 1WHJ8		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C											
				10B. DATED (SEE ITEM 13) 10/09/2008											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12 ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase: \$37,831.00													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> <tr> <td>X</td> <td>NFS Clause 1852.232-77, Limitation of Funds</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)	X	NFS Clause 1852.232-77, Limitation of Funds
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)														
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
	D. OTHER (Specify type of modification and authority)														
X	NFS Clause 1852.232-77, Limitation of Funds														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.															
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)															
The purpose(s) of this modification is/are to:															
1. Increase the total funds allotted for Option Year 2 Total FFP Lump Sum by \$37,831 increasing Total Contract Obligation from \$10,161,683 to \$10,199,514. This amount is inclusive of all funding obligated to IDIQ task orders. 2. Pursuant to Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the total funding allotted is:															
Continued ...															
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A as heretofore changed, remains unchanged and in full force and effect															
15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)													
		Jeffrey S Jackson													
15B CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA											
(Signature of person authorized to sign)				 (Signature of Contracting Officer)											
				16C. DATE SIGNED 10/25/11											
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. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000032PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total FFP Lump Sum Value Base thru OY2 Previous: (b)(4) This Mod: Revised: 3. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change. Pages Deleted H-6 H-7 Pages Added H-6 H-7 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: \$37,831.00 New Total Obligated Amount for this Award: \$10,199,514.00 NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 Amount: \$37,831.00 FOB: Destination				

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 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 **\$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 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 1 2	
2 AMENDMENT/MODIFICATION NO 000033		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO 4200412876	
5 PROJECT NO (If applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7 ADMINISTERED BY (If other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
CODE MSFC		CODE MSFC			
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT ORDER NO. NNM09AA03C		10B. DATED (SEE ITEM 13) 10/09/2008	
CODE 1WHJ8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15 and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
62AS10/6100.2512/FC000000/736466.01.09.08.02.0/1/000/2510/62/CASX12012D/3GIN

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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


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

1. Provide incremental funding to Task Order 02 for Option Period 3 by (b)(4) increasing Total Contract Obligations from (b)(4)
This amount is inclusive of all funding obligated to IDIQ task orders.

2. Pursuant to Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the total funding allotted is:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S Jackson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/25/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000033PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)			QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Contract Funds Obligated	Total IDIQ Value TO2-OY3	Total TO2 Funds Obligated				
	Previous: (b)(4)	(b)(4)					
	This Mod:						
	Revised:						
	3. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.						
	Pages Deleted	Pages Added					
	B-4	B-4					
	H-6	H-6					
	H-7	H-7					
	(TO 02) 1	(TO 02) 1					
	(TO 02) 2	(TO 02) 2					
	(TO 02) 3	(TO 02) 3					
	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						
	New Total Amount for this Version: \$158,389.00						
	Obligated Amount for this Modification: (b)(4)						
	New Total Obligated Amount for this Award:						
	\$10,206,514.00						
	Incrementally Funded through date of 11/15/2011						
	Exercised Option 3 for Task Order 2						
	NEW ACCOUNTING CODE ADDED:						
	Account code:						
	62AS10/6100.2512/FC000000/736466.01.09.08.02.0/1/0						
	00/2510/62/CASX12012D/361N						
	Cost Center 62AS10						
	Amount: \$7,000.00						
	Cost Center: 62AS10 GI Account: 6100.2512 Order:						
	FC000000 WBS Element1: 736466.01.09.08.02.0 WBS						
	Element2: 1 Item Number: 000 Commitment Item:						
	2510 Funds Center: 62 Fund: CASX12012D Functional						
	Area: 361N						
	FOB: Destination						

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

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

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

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

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

(End of clause)

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)(1) 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:

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

4.0. PLACE OF PERFORMANCE

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

5.0. PERFORMANCE MEASURE:

See Performance Requirements Summary Attached

6.0. TECHNICAL DIRECTION

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

7.0. CONSIDERATION AND PAYMENT

- a) Contractor invoices shall be submitted in accordance with Clause G.13, Consideration and Payment, of the basic contract.
- b) The Contractor shall be paid monthly for the work called for in this Task Order, and as set forth in the payment schedule shown below.
- c) Task Orders shall be invoiced separately from the basic contract. Below is the payment schedule for Task Order 02 for Option Year 3.

Task Order 02 Payment Schedule

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

8.0. OTHER TERMS AND CONDITIONS

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

9.0. ORDER OF PRECEDENCE

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

**10.0. 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MAR 1989)**

- a) Of the total price for effort provided under this Task Order, the sum of **\$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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2 AMENDMENT/MODIFICATION NO		3 EFFECTIVE DATE		4 REQUISITION/PURCHASE REQ NO	
000034		See Block 16C		4200416733	
5 PROJECT NO (if applicable)		6 ISSUED BY		7 ADMINISTERED BY (if other than item 6)	
		CODE MSFC		CODE MSFC	
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 Marshall Space Flight Center AL 35812			
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A AMENDMENT OF SOLICITATION NO			
HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x)			
		9B DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C			
		10B DATED (SEE ITEM 13)			
CODE 1WHJ8		FACILITY CODE			
		10/09/2008			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

(b)(4)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	NFS Clause 1852.232-77, Limitation of Funds

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

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

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

1. Correct administrative errors from previous modifications listed below:

a) Remove [End of Section] Notation from Page B-3.

b) Include [End of Section] Notation on Page B-4 which was incorporated in Modification 28.

c) Revise Part III; Page J-1; Attachment 16 Pages to reflect correct page numbers for all task orders issued to date; no changes to the clauses delineated therein result Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey S Jackson	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	11/23/11

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
	<p>from the renumbering of pages specified in this modification.</p> <p>d) Revise Attachment J-16-IDIQ Task Orders Header Numbering & Page Number(s) in entirety.</p> <p>2. Provide incremental funding to Medical Services OY3 pursuant to Clause 12.0, Limitation of Funds in the amount of (b)(4) increasing the OY3 Allotment (FFP Lump Sum) for Occupational Health Services (OHS) from (b)(4) with anticipated fund-through date of December 15, 2011. Total funding allotted to FFP Lump Sum is (b)(4) inclusive of funding obligated to IDIQ Task Orders 01 & 02.</p> <p>3. Clause H.6, Limitation of Funds (Fixed-Price Contract) is revised to reflect the obligation of \$290,775 in funding and revision of the funding coverage date through December 15, 2011.</p> <p>4. Pursuant to 12.0 Clause 1852.232-77 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:</p> <table><tr><td>Total FFP Lump Sum Value</td><td>Total IDIQ OY3 Value</td><td>Total Funds Obligated</td></tr></table> <p>Previous: (b)(4) This Mod: Current: </p> <p>5. The following pages have been hereby modified and replaced in its entirety with the updated slip-sheets to Contract NNM09AA03C and its Task Orders provided with sidebars in the right margins in the specific area indicating change:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>B-3</td><td>B-3</td></tr><tr><td>B-4</td><td>B-4</td></tr><tr><td>H-6</td><td>H-6</td></tr><tr><td>H-7</td><td>H-7</td></tr><tr><td>J-1</td><td>J-1</td></tr><tr><td>J-16-2</td><td>(see below)</td></tr><tr><td>(TO 1) 1-4</td><td>(TO 1) J-16-2 - J-16-6</td></tr><tr><td>(TO 2) 1-10</td><td>(TO 2) J-16-7 - J-16-18</td></tr></table> <p>Continued ...</p>	Total FFP Lump Sum Value	Total IDIQ OY3 Value	Total Funds Obligated	Pages Deleted	Pages Added	B-3	B-3	B-4	B-4	H-6	H-6	H-7	H-7	J-1	J-1	J-16-2	(see below)	(TO 1) 1-4	(TO 1) J-16-2 - J-16-6	(TO 2) 1-10	(TO 2) J-16-7 - J-16-18				
Total FFP Lump Sum Value	Total IDIQ OY3 Value	Total Funds Obligated																								
Pages Deleted	Pages Added																									
B-3	B-3																									
B-4	B-4																									
H-6	H-6																									
H-7	H-7																									
J-1	J-1																									
J-16-2	(see below)																									
(TO 1) 1-4	(TO 1) J-16-2 - J-16-6																									
(TO 2) 1-10	(TO 2) J-16-7 - J-16-18																									

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NNM09AA03C/000034	3	3

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Version: (b)(4) Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: \$10,497,289 Incremental Funded Amount for OHS GY3 changed: from \$175,000 to \$465,775</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: \$290,775 FOB: Destination</p>				

B.3.B TOTAL POTENTIAL CONTRACT VALUE

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

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

* To be completed by offeror

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

(End of clause)

B.4 METHOD OF DEDUCTIONS

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

(End of Clause)

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

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

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

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

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

(End of clause)

[END OF SECTION]

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

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

(End of Clause)

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

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

- (a) Of the total price of items identified as FFP (Lump Sum) and IDIQ Task Orders, the sum of **\$10,497,289** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date: **TBD**

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

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for

Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **December 15, 2011** (See Task Orders for TO funding coverage dates).

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1/J-1-28
2	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management Implementation Guide and Assessment Matrix	J-3-1/J-3-4
4	Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-10
7	Performance Requirements Summary	J-7-1/J-7-7
8	Safety and Health Plan	J-8-1
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4
10	IDIQ Task Order Process Flow Chart	J-10-1
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1
16	IDIQ Task Orders (WBS 3.2)	J-16-1 – J-16-18

[END OF SECTION]

ATTACHMENT J-16 – IDIQ TASK ORDERS**PERFORMANCE WORK STATEMENT – TASK ORDER 01****WBS 3.2.1 BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES****1.0 SCOPE**

MSFC has a requirement for the use of depleted uranium. To comply with Nuclear Regulatory Commission, 10 CFR Part 20, *Standard for Protection Against Radiation*, Section 20.1204 in accordance with Section 20.1502, it will require the establishment of a biological monitoring program to measure the quantities of radionuclides excreted from the body. The establishment of a bioassay monitoring program is considered IDIQ support.

The Contractor shall establish a depleted uranium bioassay monitoring program by providing quarterly urine uranium bioassay medical screening for the potentially affected employees.

This screening shall consist of biological sample collection, testing, analysis and any associated clinical visits/consultations to support this new program.

All tests, analysis, examinations/evaluations shall be in compliance with above NRC requirements. Fourteen employees will receive this quarterly screening. Retests, such as follow-up and confirmation, may be required in the future at additional cost.

2.0 DELIVERABLES

- a) The contractor shall submit a quarterly status report including but not limited to the quantity of testing and evaluations provided during the performance period.
- b) The Contractor shall develop, maintain and implement a Medical Quality Assurance Program in accordance with DRD 1237QE-001 that evaluates all aspects of medical care provided to ensure compliance with NPR 1800.1, *NASA Occupational Health Program*.
- c) The Contractor shall provide to the COTR, within 48 hours, a copy of each ambulance run report

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

TASK ORDER 01**BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES**

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

1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

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

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order (Option 2 to Basic Contract) shall be March 1, 2011 through May 31, 2011.

4.0 PLACE OF PERFORMANCE

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

5.0 PERFORMANCE MEASURE: (as stated in Attachment J-7, page J-7-7, PWS 3.0)

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS 3.0 Medical Services	Work is started and completed on schedule and meets all specification requirements of task order	100% compliance with task order instruction	Periodic inspections and contractor provided data	\$500.00

6.0 TECHNICAL DIRECTION

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

7.0 CONSIDERATION AND PAYMENT

- (a) The Contractor shall be paid upon the satisfactory completion of the work called for in this Task Order and submission of properly certified invoices as detailed in Clause G.13, Consideration and Payment, of the basic order.
- (b) The Contractor shall be paid monthly for the work called for in this Task Order at the rates specified for the applicable period as set forth in Attachment J-4, Corporate Rate Structure, to the basic order, and as set forth in the payment schedule shown below.
- (c) Contractor invoices shall be submitted in triplicate in accordance with Clause G.13, Consideration and Payment, of the basic order.
- (d) Task Orders shall be invoiced separately from the basic contract. Below is the payment schedule for Task Order 01.

Task Order 01 Payment Schedule

Frequency	Period End Date for Invoice	Amount
	5/31/2011	(b)(4)
Total		

8.0 OTHER TERMS AND CONDITIONS

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

9.0 ORDER OF PRECEDENCE

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

10.0 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

- (a) Of the total price for effort provided under this Task Order, the sum of (b)(4) available for payment and allotted to this Task Order.
- (b) The Contractor agrees to perform or have performed the effort specified in Paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to Paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through May 31, 2011.
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to Paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

- (3) (i) The notice shall state the estimate when the point referred to in Paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in Paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, 60 days in advance of the date specified in Paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in Paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in Paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

ATTACHMENT J-16 – IDIQ TASK ORDERS**PERFORMANCE WORK STATEMENT – TASK ORDER 02****WBS 3.2.2 OCCUPATIONAL HEALTH AND ENVIRONMENTAL
MANAGEMENT SUPPORT SERVICES****1.0 SCOPE**

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

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

2.0 DELIVERABLES

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

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

TASK ORDER 02**ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES**

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

1.0 SUPPLIES AND/OR SERVICES TO BE FURNISHED

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

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order shall be October 1, 2011 through October 31, 2012.

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

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

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

8.0 OTHER TERMS AND CONDITIONS

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

9.0 ORDER OF PRECEDENCE

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

10.0 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

- (a) Of the total price for effort provided under this Task Order, the sum of (b)(4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

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

- (b) The Contractor agrees to perform or have performed the effort specified in Paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to Paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through **November 15, 2011.**
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to Paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in Paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in Paragraph (c)(1) of this clause, or an agreed date substituted for it.

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

ENVIRONMENTAL MANAGEMENT SUPPORT SERVICES

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

1.0 GENERAL REQUIREMENTS

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

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

2.0 FIRM-FIXED-PRICE (FFP) WORK

The following effort will be bid as FFP work.

2.1 General Support**The Contractor shall:**

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

2.2 Hazardous Materials Management

The Contractor shall:

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

2.3 Sustainability Program

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

The Contractor shall:

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

2.4 Air Compliance Support

The Contractor shall:

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

3.0 DOCUMENTATION AND REPORTING REQUIREMENTS

3.1 Environmental Operations Plan

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

3.2 Environmental Monthly Report

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

3.3 Tier II Report

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

3.4 Toxic Release Inventory Report

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

3.5 Process Safety Report

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

3.6 Hazardous Air Pollutant Report

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

3.7 Air Emissions Estimate Report

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

3.8 Vapor Balance Test Report

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

3.9 Clean Air Act Title V Annual Compliance Report

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

3.10 Clean Air Act Title V Semi-Annual Compliance Report

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

3.11 Fuel Supplier Letter

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

4.0 GOVERNMENT FURNISHED EQUIPMENT

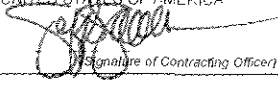
- a) 2 computers (includes computer support)
- b) 2 barcode scanners
- c) 2 barcode printers

LIST OF ACRONYMS

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO 000035		3 EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO 4200417571	
5 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		6 CODE MSFC		7 ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x) 9A AMENDMENT OF SOLICITATION NO		9B DATED (SEE ITEM 11)	
CODE 1WHJ8 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO NNM09AA03C		10B DATED (SEE ITEM 13) 10/09/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12 ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Increase: (b)(4)			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D OTHER (Specify type of modification and authority) X NFS Clause 1852.232-77, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office					
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
The purpose(s) of this modification is/are to:					
1. Provide incremental funding to Task Order 2 (TO2), Environmental Management Support Services (EMSS), pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of (b)(4) increasing the allotment (IDIQ) for EMSS from (b)(4) with anticipated fund-through date of December 31, 2011. Total funding allotted inclusive of funding obligated to IDIQ Task Orders 01 & 02 is (b)(4)					
2. Pursuant to Clause H.6 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Jeffrey S Jackson			
15B CONTRACTOR/OFFEROR		15C DATE SIGNED		16B UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(Signature of Contracting Officer) 	
				16C DATE SIGNED 11/30/11	

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

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)			QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total FFP Lump Sum Value	Total TO2 Value	Total Funds Obligated				
	Previous: (b)(4) This Mod: Current:						
	3. The following pages have been hereby modified and replaced in its entirety with the updated slip-sheets to Contract MNM09AA03C and its Task Order 2 provided with sidebars in the right margins in the specific area indicating change: Pages Deleted Pages Added 						

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

2.0 TYPE OF ORDER

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

3.0 PERIOD OF PERFORMANCE

The base period of performance of this task order shall be October 1, 2011 through October 31, 2012.

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

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

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/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO 36		3 EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO. 4200419612	
5 PROJECT NO. (If applicable)		6 ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812		7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 1WHJ8		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM09AA03C	
				10B. DATED (SEE ITEM 13) 10/09/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$406,550.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D. OTHER (Specify type of modification and authority)
X	NFS Clause 1852.232-77, Limitation of Funds

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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


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

1. Provide incremental funding to Medical Services OY3 pursuant to Clause 12.0 Limitation of Funds in the amount of \$406,550, increasing the OY3 allotment (FFP Lump Sum) for Occupational Health Services (OHS) from \$465,775 to \$872,325 with anticipated fund-through date January 31, 2012. Total funding allotted to FFP Lump Sum is \$10,922,115 inclusive of funding obligated to IDIQ Task Orders 01 & 02.

2. Revise Clause H.6 Limitation of Funds (Fixed-Price Contract) to reflect the obligation of \$406,550 in funding, with revision of the funding coverage date through January 31, 2012.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S Jackson	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA 	16C DATE SIGNED 12/20/11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/36PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																		
	<p>3. Pursuant to Clause H.6 Limitation of Funds (Fixed-Price Contract), the Total Funds Allotted is:</p> <table><tr><td>Total FFP Lump Sum Value</td><td>Total FFP IDIQ Value</td><td>Total Funds Obligated</td></tr><tr><td>Previous: (b)(4)</td><td>\$158,389</td><td>\$10,515,565</td></tr><tr><td>This Mod: </td><td>\$ 0</td><td>\$ 406,550</td></tr><tr><td>Current: </td><td>\$158,389</td><td>\$10,922,115</td></tr></table> <p>4. The following pages are hereby modified and replaced in their entirety with the updated slip-sheets to Contract NNM09AA03C provided with sidebars in the right margins in the specific area indicating change:</p> <table><tr><td>Pages Deleted</td><td>Pages Added</td></tr><tr><td>H-6</td><td>H-6</td></tr><tr><td>H-7</td><td>H-7</td></tr></table> <p>5. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Obligated Amount for this Modification: \$406,550 New Total Obligated Amount for this Award: \$10,922,115 Incremental Funded Amount for OHS OY3 changed from: \$465,775 to \$872,325.</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 62AS10/6100.2560/62/FC000000/736466.01.09.08.02.0/1/000/2560/62/CASX1Z012D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: \$406,550 FOB: Destination</p>	Total FFP Lump Sum Value	Total FFP IDIQ Value	Total Funds Obligated	Previous: (b)(4)	\$158,389	\$10,515,565	This Mod:	\$ 0	\$ 406,550	Current:	\$158,389	\$10,922,115	Pages Deleted	Pages Added	H-6	H-6	H-7	H-7				
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Current:	\$158,389	\$10,922,115																					
Pages Deleted	Pages Added																						
H-6	H-6																						
H-7	H-7																						

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 ***\$10,922,115** (* 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