

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE: 4200412096
 2 AMENDMENT/MODIFICATION NO: 000028
 3 EFFECTIVE DATE: 10/13/11
 4 REQUISITION/PURCHASE REQ NO: 4200412096
 5 PROJECT NO (if applicable):
 6 ISSUED BY: NASA/Marshall Space Flight Center Procurement Office
 CODE: MSFC
 7 ADMINISTERED BY (if other than Item 6): NASA/Marshall Space Flight Center
 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):
 10A MODIFICATION OF CONTRACT/ORDER NO: NNM09A03C
 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:
 NFS Clause 1852.232-77, Limitation of Funds and 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.)
 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, + Admin
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Jeffrey S Jackson
 15B. CONTRACTOR/OFFEROR: [Signature]
 15C. DATE SIGNED: 10.12.11
 15D. UNITED STATES OF AMERICA
 15E. DATE SIGNED: [Signature]
 16C. DATE SIGNED: 10/13/11

NSN 7540-01-152-8070
 Previous edition unusable

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 border="0"> <tr> <td>Pages Deleted</td> <td>Pages Added</td> </tr> <tr> <td>H-6</td> <td>B-4</td> </tr> <tr> <td>H-7</td> <td>H-6</td> </tr> <tr> <td>(TO) 1</td> <td>H-7</td> </tr> <tr> <td>(TO) 3</td> <td>(TO) 1</td> </tr> <tr> <td></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 border="0"> <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/FCC000000/736466.01.09.08.02.0/ 1/000/2560/62/CASX12012D/361N/1/2 Cost Center: 62AS10 GI Account: 6100.2560 Order: FCC000000 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	H-6	B-4	H-7	H-6	(TO) 1	H-7	(TO) 3	(TO) 1		(TO) 3	Total FFP	Total	Total	Lump Sum	IDIQ	Funds	Value	Value	Obligated				
Pages Deleted	Pages Added																									
H-6	B-4																									
H-7	H-6																									
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(TO) 3	(TO) 1																									
	(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.