

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		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	CODE MSFC	7 ADMINISTERED BY (if other than item 6) NASA/Marshall Space Flight Center Mail Code PS33 Attn: Teresa Mueller, ARCS (256) 544-5165 teresa.a.mueller@nasa.gov Marshall Space Flight Center AL 35812	CODE MSFC	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HPM CORP 4304 W. 24th AVE, Suite 100 KENNEWICK WA 99338		(x) 9A. AMENDMENT OF SOLICITATION NO.	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: (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 _____
	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 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/000033

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)														
	Total Contract Funds Obligated	Total IDIQ Value TO2-OY3	Total TO2 Funds Obligated																		
	Previous: (b)(4)	(b)(4)																			
	This Mod:																				
	Revised:																				
	<p>3. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <table border="0"> <tr> <td>Pages Deleted</td> <td>Pages Added</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>(TO 02) 1</td> <td>(TO 02) 1</td> </tr> <tr> <td>(TO 02) 2</td> <td>(TO 02) 2</td> </tr> <tr> <td>(TO 02) 3</td> <td>(TO 02) 3</td> </tr> </table>			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				
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H-7	H-7																				
(TO 02) 1	(TO 02) 1																				
(TO 02) 2	(TO 02) 2																				
(TO 02) 3	(TO 02) 3																				
	<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                      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</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      62AS10/6100.2512/FC000000/736466.01.09.08.02.0/1/00/2510/62/CASX12012D/361N                      Cost Center 62AS10                      Amount: \$7,000.00</p> <p>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</p>																				

**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)**

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

\*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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: <b>TBD</b>	Amount: <b>\$3,440,134</b>

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

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

Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **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	
<b>Total</b>		

**8.0. OTHER TERMS AND CONDITIONS**

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

**9.0. ORDER OF PRECEDENCE**

Should a conflict arise between the terms and conditions as shown in this Task Order 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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: <b>Nov. 15, 2011</b>	Amount: <b>\$139,888</b>

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