

2. AMENDMENT/MODIFICATION NO 000035

3 EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ NO 4200417571

5 PROJECT NO. (if applicable)

6 ISSUED BY CODE MSFC

7 ADMINISTERED BY (if other than item 6) 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)

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 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 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 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

16C DATE SIGNED
11/30/11

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
	<p>Total FFP Total Total Lump Sum TO2 Funds Value Value Obligated</p> <p>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 NNM09AA03C and its Task Order 2 provided with sidebars in the right margins in the specific area indicating change:</p> <table style="margin-left: 40px;"> <tr> <td>Pages Deleted</td> <td>Pages Added</td> </tr> <tr> <td> H-6</td> <td> H-6</td> </tr> <tr> <td> J-16-8</td> <td> J-16-8</td> </tr> <tr> <td> J-16-10</td> <td> J-16-10</td> </tr> </table> <p>4. Except as provided herein, all other 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: \$158,389 Obligated Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: \$10,515,565 Incremental Funded Amount for IDIQ/TO2: changed from \$18,501 to \$36,777</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 FCC00000 Amount: \$18,276 FOB: Destination</p>	Pages Deleted	Pages Added	H-6	H-6	J-16-8	J-16-8	J-16-10	J-16-10				
Pages Deleted	Pages Added												
H-6	H-6												
J-16-8	J-16-8												
J-16-10	J-16-10												

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.