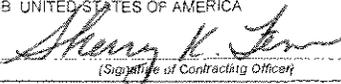


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO 000037		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE MSFC		7. ADMINISTERED BY (If other than item 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		(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:		\$2,435,559.00	
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 <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 for the Occupational Health and Environmental Services FFP Mission portion of the contract pursuant to Clause H.6 Limitation of Funds in the amount of \$2,326,197, thereby increasing the funds allotted from \$10,882,788 to \$13,208,985. The funded through date is September 30, 2012.					
2. IDIQ Task Order 1 value in the amount of (b)(4) is fully funded, fully disbursed and closed.					
3. Provide incremental funding to Task Order 2 Environmental Management Support Services 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)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Sherry K Fenn			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				15C. DATE SIGNED 11/01/2012	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000037

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(EMSS) pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of \$109,362, thereby increasing the funds allotted from \$36,777 to \$146,139. The funded through date is September 30, 2012.</p> <p>4. The following slip-sheets are provided with sidebars indicating change:</p> <p>Page B-4, Summation of Task Orders by Contract Year Pages H-6 and H-7, Clause H.6 Limitation of Funds (Fixed-Price Contract) Mission J-16-8, Spreadsheet at top of page J-16-9, Task Order 02 Payment Schedule J-16-10, Clause 10.0 Limitation of Funds (Fixed-Price Contract) IDIQ Task Order 2</p> <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 Total Maximum Potential Value for this Award: (b)(4) Total Obligated Amount for this Modification: \$2,435,559 New Total Obligated Amount for this Award: \$13,357,674</p> <p>PR 4Z00421006 Account code: 62AS20/6100.2560/62/FC000000/736466.06.02.08.02/00 0/2560/62/CASX12012D/361N/1/2 Cost Center 62AS20 GI Account 6100.2560 Order FC000000 Amount: \$19,375</p> <p>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: \$2,270,102</p> <p>Account code: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000037

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)
	62AS10/6100.2560/62/FC000000/736466.03.01.08.02.0/ 7/000/2560/62/CASX12012D/361N/1/43 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: \$36,720 PR 4200421008 Account code: 62AS10/6100.2560/62/FC000000/736466.03.01.08.02.0/ 7/000/2560/62/CASX12012D/361N/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: \$109,362 FOB: Destination				

HPM - MEDICAL CENTER AND ENVIRONMENTAL SERVICES					NNM09AA03C
January 10, 2012					
	VALUE	FUNDING	INVOICED	STATUS	UNUSED IDIQ
FFP MISSION BASE	\$3,277,672.00	\$3,277,672.00	\$3,277,671.96	COMPLETED	
FFP IDIQ BASE	\$0.00	\$0.00	\$0.00	NO IDIQ ORDERS	\$4,485,949.00
FFP MISSION OY1	\$3,335,741.00	\$3,335,741.00	\$3,335,740.96	COMPLETED	
FFP IDIQ OY1	\$0.00			NO IDIQ ORDERS	Included above
FFP MISSION OY2	\$3,397,050.00	\$3,397,050.00	\$3,397,050.04	COMPLETED	
FFP IDIQ OY2 - TO1	(b)(4)			COMPLETED	Included above
FFP IDIQ OY2 - TO2				COMPLETED	
FFP MISSION OY3	\$3,489,297.00	\$3,198,522.00	\$581,549.50		
FFP IDIQ OY3 - TO 1	(b)(4)			COMPLETED	\$1,353,112.00
FFP IDIQ OY3 - TO 2					
	\$13,660,699.00	\$13,357,674.00	\$10,630,544.80		\$5,839,061.00
NOT YET EXERCISED:					
FFP MISSION OY4	\$3,590,841.00				
FFP IDIQ OY4 - TO 1	(b)(4)				\$1,348,995.00
FFP IDIQ OY4 - TO 2					
	\$17,402,545.00				

**B.5 SUMMATION OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ)
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

Contract Period Covered	Total Task Order Value	Exercised Options
Contract Year 1	(b)(4)	Exercised
Contract Year 2		Exercised
Contract Year 3- Option 2		Exercised
Task Order 01		
Task Order 02		
Contract Year 4- Option 3		Exercised
Task Order 01		
Task Order 02		
Contract Year 5- Option 4		
Task Order 01		
Task Order 02		
TOTALS		\$160,939

(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 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)

(a) Of the total price of items identified as FFP Mission and IDIQ Task Orders, the sum of **\$13,357,674** is presently available for payment and allotted to this contract.

FFP Mission	\$13,208,985
IDIQ TO 1	(b)(4)
IDIQ TO 2	

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: \$303,025

(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, 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

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

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

8.0 OTHER TERMS AND CONDITIONS

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

9.0 ORDER OF PRECEDENCE

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

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

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

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amount: \$12,250

- (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 **September 30, 2012.**
- (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.