

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 000041		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							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RPM 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)

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 I) (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 of this modification is to: Descope the vehicle requirement by (b)(4) pursuant to Clause 5.0 Vehicle Requirements for OY3 IDIQ/Task Order 03, Environmental Operations Support Services (EOSS), from TO3 beginning date February 1, 2012 to April 18, 2012; therein, adjusting the current contract value for EOSS from (b)(4)

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

Basic Contract NNM09AA03C  
Contract Clause B.5 Summation of Task Orders by Contract Year

Continued ...  
Except as provided here, all terms and conditions of the document referenced in item 8A 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 <i>(Signature)</i>		16B. UNITED STATES OF AMERICA <i>(Signature)</i>	
15C. DATE SIGNED 5-8-12		16C. DATE SIGNED 5-15-2012	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000041

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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>Basic Contract NNM09AA03C H.6 Limitation of Funds</p> <p>EOSS IDIQ/Task Order 03 J-16-20 - J-16-21.</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: Reason for Modification : Supplemental Agreement for work within scope Total Amount for this Modification: (b)(4) T.O. 03/OY3 Value: From (b)(4) T.O. 03 Value: From (b)(4) T.O. 03 Obligations Remain: (b)(4) Total Potential Contract Value Remains: (b)(4) Current Contract Value Remains: \$19,499,760 Total Obligated Amount for this Contract's Task Orders Remain: \$13,821,624</p> <p>Payment Terms: Net 30 days FOB: Destination</p>				

**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**

<b>Contract Period Covered</b>	<b>Total Task Order Value</b>	<b>Exercised Options</b>	
<b>Contract Year 1</b>	(b)(4)	Exercised	
<b>Contract Year 2</b>		Exercised	
<b>Contract Year 3- Option 2</b>		Exercised	
Task Order 01			
Task Order 02			
<b>Contract Year 4- Option 3</b>		Exercised	
Task Order 01			
Task Order 02			
Task Order 03			
<b>Contract Year 5- Option 4</b>			
Task Order 01			
Task Order 02			
Task Order 03			
<b>TOTALS</b>			<b>\$680,260</b>

(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 **\$13,821,624** is presently available for payment and allotted to this contract.

	Value	Obligations	Balance
FFP Mission	\$13,499,760	\$13,208,985	\$290,775
FFP TO 1	(b)(4)		
FFP TO 2			
FFP TO 3			
OY4 Mission	\$3,590,841		
OY 4 IDIQ	\$869,419		
Unused IDIQ	\$5,950,321		
Max Potential Value	<b>\$24,590,601</b>	<b>\$13,821,624</b>	<b>\$358,396</b>
Current Mission	\$13,499,760		
Max IDIQ OY4	\$6,000,000		
Current Potential Value	<b>\$19,499,760</b>		

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 FOR MISSION &amp; IDIQ</b>	
Date: <b>TBD</b>	Amount: <b>\$358,396</b>

**TASK ORDER 03**

**ENVIRONMENTAL OPERATIONS 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 1, Page J-16-24, as an IDIQ Task Order 03 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 February 1, 2012 through October 31, 2013.

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	February 1, 2012 – 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 03 for Option Year 3.

**Task Order 03 Payment Schedule**

Monthly Invoice	Period End Date for Invoice(s)	Separate Invoice Amount
Feb	2/29/2012	(b)(4)
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>		