

2 AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 000042 See Block 16C 4200435393

6 ISSUED BY CODE MSFC 7 ADMINISTERED BY: (if other than Item 5) 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)
 X 10A MODIFICATION OF CONTRACT/ORDER NO.
 NNM09AA03C
 10B DATED (SEE ITEM 13)
 10/09/2008
 CODE 1WHJB 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) Net Increase: (b)(4)
 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 IDIQ Support within Scope, H.2 1652.216-80 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 UOJ section headings, including solicitation/contract subject matter where feasible.)
 Contract NNM09AA03C for Occupational Health and Environmental Support Services is a FFP Mission and FFP IDIQ Contract. This modification incorporates IDIQ Task Order 04 providing Emergency Support Services (ESS) into the FFP IDIQ portion of the contract.

1. The purposes of this modification are to:
- (a) Definitize the contractor's proposal with a value for ESS Task Order 04 of (b)(4)
 - (b) Provide funding for ESS pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of (b)(4) from (b)(4), hereby fully funding ESS Task Order 04.

Continued ...

Except as provided herein, 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) 15B CONTRACTOR/OFFEROR 15C DATE SIGNED 15D UNITED STATES OF AMERICA 15E DATE SIGNED
 Laura Mills, Manager, Contracts Cherry K Fenn
 (Signature of person authorized to sign) 5-24-12 (Signature of Contracting Officer) 5/29/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000042

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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>2. The following paragraph(s) have been modified/incorporated. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Contract Clause B.5 Summation of Task Orders by Contract Year</p> <p>Contract Clause H.6 Limitation of Funds (Fixed-Price Contract) Mission</p> <p>Contract Section J - List of Attachments</p> <p>Attachment J-1 - Task Order(s) incorporated under 4.2 IDIQ Requirements</p> <p>Attachment J-16 IDIQ Task Orders have been modified to incorporate 3.2.4 Task Order 04.</p> <p>Task Order 04 has been incorporated in its entirety.</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 Obligated Amount for this Modification: (b)(4) T.O. 04 Value: (b)(4) T.O. 04 Obligations: (b)(4) Total Potential Contract Value Remains: (b)(4) Current Contract Value Remains: \$19,499,760 New Total Obligated Amount for this Award: \$13,851,482 Payment Terms: Net 30 days Accounting Info: 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 WBS Element1: 736466.03.01.08.02.0 WBS Element2: 7 Item Number: 000 Commitment Item: 2560 Funds Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM09AA03C/000042

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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)
016	Center: 62 Fund: CASX12012D Functional Area: 361N FOB: Destination IDIQ Task Order 04, Emergency Support Services, OY3 Obligated Amount: (b)(4)				(b)(4)

**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			
Task Order 03			
Task Order 04			
Contract Year 5- Option 4			
Task Order 01			
Task Order 02			
Task Order 03			
Task Order 04			
TOTALS			\$710,118

(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 \$13,851,482 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			
FFP TO 4			
OY4 Mission	\$3,590,841		
OY 4 IDIQ	\$869,419		
Unused IDIQ	\$5,950,321		
Max Potential Value	\$24,590,601	\$13,851,482	\$358,396
Current Mission	\$13,499,760		
Max IDIQ OY4	\$6,000,000		
Current Potential Value	\$19,499,760		

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 FOR MISSION & IDIQ	
Date: TBD	Amount: \$358,396

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	J-1-1/J-1-28
2	Data Procurement Document	J-2-/J-2-38
3	Safety Health Management Implementation Guide and Assessment Matrix	J-3-1/J-3-4
4	Government Property Management Plan	J-4-1
5	Listing of Government Provided Property	J-5-1/J-5-6
6	Wage Determination	J-6-1/J-6-10
7	Performance Requirements Summary	J-7-1/J-7-7
8	Safety and Health Plan	J-8-1
9	Applicable Regulations, Procedures, and Documentation	J-9-1/J-9-4
10	IDIQ Task Order Process Flow Chart	J-10-1
11	Personal Identity Verification (PIV) Procedures	J-11-1/J-11-4
12	Schedule of Fully Burdened IDIQ Labor Rates	J-12-1
13	Occupational Health Services Staff Education, Certification and Licensing Requirements	J-13-1/J-13-4
14	Acronym List	J-14-1/J-14-3
15	Conflict Management and Workplace Violence Prevention Guidelines	J-15-1
16	IDIQ Task Orders (WBS 3.2)	J-16-1 – J-16-39

[END OF SECTION]

ATTACHMENT J-16 – IDIQ TASK ORDERS

TASK ORDER 01 (WBS 3.2.1)
BIOASSAY TESTING FOR DEPLETED URANIUM EXPOSURES

TASK ORDER 02 (WBS 3.2.2)
**OCCUPATIONAL HEALTH AND ENVIRONMENTAL MANAGEMENT
SUPPORT SERVICES**

TASK ORDER 03 (WBS 3.2.3)
ENVIRONMENTAL OPERATIONS SUPPORT SERVICES

TASK ORDER 04 (WBS 3.2.4)
EMERGENCY SUPPORT SERVICES

TASK ORDER 04

EMERGENCY SUPPORT SERVICES (ESS)

	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, Page J-16-35, as an IDIQ Task Order 04 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	

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 award through October 31, 2012.

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 04 for Option Year 3.

EMERGENCY SUPPORT SERVICES (ESS)

**Task Order 04
Payment Schedule**

Monthly Invoice	Period End Date for Invoice(s)	Separate Invoice Amount
May	5/31/2012	(b)(4)
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 4 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: \$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 May 31, 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.

- (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.

IDIQ TASK ORDER 04**PERFORMANCE WORK STATEMENT****WBS 3.2.4 EMERGENCY SUPPORT SERVICES****1.0 SCOPE**

The Contractor shall provide Emergency Support Services to MSFC designed to achieve the following objectives per PWS 3.2.4:

In accordance with Contract NNM09AA03C, PWS 3.0 "Emergency and Non-Routine/After Hours Support," NASA requested Contractor to provide removal of sludge buildup from two tanks at the Industrial Wastewater Treatment Facility (IWTF) and to arrange for disposal of the sludge as hazardous waste. NASA had determined that the sludge was contaminated and was possibly preventing the IWTF from achieving the appropriate treatment levels.

2.0 PERIOD OF PERFORMANCE

This work occurred during the period of March 19-30, 2012.

3.0 DELIVERABLES – N/A**4.0 TRAVEL – N/A****5.0 MATERIALS – N/A**