

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 000052	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200451698	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		x 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)  
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) NFS Clause 1852.232-77, Limitation of Funds

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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:

(A) Provide incremental funding in the amount of (b)(4) to fully fund OY3/IDIQ pursuant to Clause 12.0 Limitation of Funds with the following values:

1) Task Order 05, OU-12 Roll-Off Boxes and Waste Disposal in the amount of (b)(4) from (b)(4) with a fund-through date of February 28, 2013.

2) Task Order 06, OU-12 Waste Transportation in the amount of (b)(4) to (b)(4) with a fund-through date of February 28, 2013.

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) Sherry K Fenn	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9-17-12

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000052

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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>3) Task Order 07, OU-12 Sled Truck in the amount of (b)(4) with a fund-through date of December 31, 2012.</p> <p>The following paragraph(s) have been modified. Slip-sheets to the contract are provided with sidebars indicating change.</p> <p>Contract Clause H.6 Limitation of Funds</p> <p>Task Order 05, OU-12 Roll-Off Boxes and Waste Disposal Task Order 06, OU-12 Waste Transportation Task Order 07, OU-12 Sled Truck</p> <p>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: Funding Only Action Total Amount for this Modification: (b)(4) Obligated Amount for this Modification: (b)(4) Total Obligated Amount for this Award: \$15,821,689 Potential Total Amount for this Award Remains: (b)(4)</p> <p>T.O.5 Obligated Amount for this modification: (b)(4) Funded Amount changed: From (b)(4)</p> <p>APPROPRIATION ACCOUNTING DATA: PR4200451698 Account code: 62AS10/6100.2560/62/FC000000/821001.08.01.07/000/2560/62/CECX62012D/573Z/1/2 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: (b)(4)</p> <p>T.O.6 Obligated Amount for this modification: (b)(4) Funded Amount changed: From (b)(4)</p> <p>APPROPRIATION ACCOUNTING DATA: PR4200451698 Account code: Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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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)
	62AS10/6100.2560/62/FC000000/821001.08.01.07/000/2 560/62/CECX62012D/573Z/1/43 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: (b)(4)  T.O.7 Obligated Amount for this modification: \$27,222 Funded Amount changed: From (b)(4)  APPROPRIATION ACCOUNTING DATA: PR4200451698 Account code: 62AS10/6100.2560/62/FC000000/821001.08.01.07/000/2 560/62/CECX62012D/573Z/1/84 Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: (b)(4) Payment Terms: Net 30 days FOB: Destination				

**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 \$15,821,689 is presently available for payment and allotted to this contract.

	Value	Obligations	Balance
FFP Mission	\$13,499,760	\$13,499,760	\$0
FFP TO 1	(b)(4)		
FFP TO 2			
FFP TO 3			
FFP TO 4			
FFP TO 5			
FFP TO 6			
FFP TO 7			
OY4 Mission	\$3,590,841		
OY 4 IDIQ	\$888,854		
Unused IDIQ	\$4,289,217		
Max Potential Value	\$24,590,601	\$15,821,689	\$0

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>\$4,479,695</b>

**TASK ORDER 05**

**OU-12 Remedial Action  
For Roll-Off Boxes and Waste Disposal**

	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-16-43, as an IDIQ Task Order 05 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 February 28, 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 05.

**Task Order 05 Payment Schedule  
For OU-12 Remedial Action  
Roll-Off Boxes and Waste Disposal**

Monthly Invoice	Period End Date for Invoice(s)	Separate Invoice Amount
Sep	9/30/2012	(b)(4)
Oct	10/31/2012	
Nov	11/30/2012	
Dec	12/31/2012	
Jan	01/31/2013	
Feb	02/28/2013	
<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 5 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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: <b>TBD</b>	Amount: <b>\$0</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 **February 28, 2013**.
- (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.

**TASK ORDER 06**

**OU-12 Remedial Action  
For Waste Transportation**

	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-16-47, as an IDIQ Task Order 06 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 February 28, 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 06.

**Task Order 06 Payment Schedule  
For OU-12 Remedial Action  
Waste Transportation**

Monthly Invoice	Period End Date for Invoice(s)	Separate Invoice Amount
Sep	9/30/2012	(b)(4)
Oct	10/31/2012	
Nov	11/30/2012	
Dec	12/31/2012	
Jan	01/31/2013	
Feb	02/28/2013	
<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 6 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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: <b>TBD</b>	Amount: <b>\$0</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 **February 28, 2013**.
- (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.

**TASK ORDER 07**

**OU-12 Remedial Action  
For Sled Truck**

	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-16-51, as an IDIQ Task Order 07 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 December 4, 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 07.

**Task Order 07 Payment Schedule  
For OU-12 Remedial Action  
Sled Truck**

Monthly Invoice	Period End Date for Invoice(s)	Separate Invoice Amount
Sep	9/30/2012	(b)(4)
Oct	10/31/2012	
Nov	11/30/2012	
Dec	12/31/2012	
<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 7 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:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Date: <b>TBD</b>	Amount: <b>\$0</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 **December 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.