

2. AMENDMENT/MODIFICATION NO. 000053 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 4200452204 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE MSFC NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812 7. ADMINISTERED BY (if other than item 6) CODE MSFC 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 (City, 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) 9C. MODIFICATION OF CONTRACT/ORDER NO. NNMD9AA03C 9D. 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.105(b). 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) X 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 UICF section headings, including solicitation/contract subject matter where feasible).

1. The purposes of this modification are to:
 (a) Definitize the contractor's proposal with a value of (b)(4) for additional support to IDIQ Task Order 05, OU-12 Roll-Off Boxes and Waste Disposal, from (b)(4) to (b)(4)
 (b) Provide incremental funding for additional support to T.O.05 pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of (b)(4) to (b)(4) Thus, fully funding T.O. 05 in the amount of (b)(4)

2. The following paragraph(s) have been modified. Slip-sheets to the contract are provided Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) FRIN PHILLIPS CONTRACTS SPECIALIST 15B. DATE SIGNED 10/23/12 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobby J Holden 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 10/23/12

NAME OF OFFEROR OR CONTRACTOR
HPM CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>with sidebars indicating change.</p> <p>Contract Clause B.5 Summation of IDIQ Task Orders</p> <p>Contract Clause H.6 Limitation of Funds</p> <p>Task Order 05</p> <p>3. Contractor's Statement of Release:</p> <p style="padding-left: 20px;">In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Modification 53 Contractor Proposal: Dated October 12, 2012</p> <p>4. 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) Obligated Amount for this Modification: (b)(4) TO5 Value changed from: (b)(4) Total Obligated Amount for this Award: \$15,865,112 Total Amount for this Award Remains: (b)(4)</p> <p>APPROPRIATION ACCOUNTING DATA: PR4200452204 Account code: 62AS10/6100.2560/FC000000/821001.08.01.07/000/2560/62/CECX62012D/573Z Cost Center 62AS10 GI Account 6100.2560 Order FC000000 Amount: (b)(4) 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

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 NTE		
Task Order 02		
Task Order 03		
Task Order 04		
Task Order 05		
Task Order 06		
Task Order 07		
Contract Year 5- Option 4		
* Task Order 01 NTE		
Task Order 02		
Task Order 03		
Task Order 04		
TOTALS		\$2,365,352

* FFP per test \$162, as testing is required.

(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 **\$15,865,112** 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	\$4,245,794		
Max Potential Value	\$24,590,601	\$15,865,112	\$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:

SCHEDULE FOR ALLOTMENT OF FUNDS FOR MISSION & IDIQ	
Date: TBD	Amount: \$4,479,695

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	
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 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