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|--|------------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   3         |
| 2. AMENDMENT/MODIFICATION NO.<br>000056  | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.<br>4200457391   | 5. PROJECT NO. (if applicable) |
| 6. ISSUED BY<br>NASA/Marshall Space Flight Center<br>Procurement Office<br>Marshall Space Flight Center AL 35812                             | CODE<br>MSFC                       | 7. ADMINISTERED BY (If other than Item 6)<br>NASA/Marshall Space Flight Center<br>Mail Code PS33<br>Attn: Teresa Mueller, ARCS<br>(256) 544-5165<br>teresa.a.mueller@nasa.gov<br>Marshall Space Flight Center AL 35812 | CODE<br>MSFC                   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>HPM CORP<br>4304 W. 24th AVE, Suite 100<br>KENNEWICK WA 99338 |                                    | (x) 9A. AMENDMENT OF SOLICITATION NO.  |                                |
| CODE 1WHJ8   |                                    | FACILITY CODE  | 9B. DATED (SEE ITEM 11)        |
|  |                                    | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>NNM09AA03C  |                                |
|  |                                    | 10B. DATED (SEE ITEM 13)<br>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)  
See Schedule

Net Increase:

(b)(4)

**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)<br>FAR Clause 43.103(b)   |

E. IMPORTANT: Contractor  is not.  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. De-obligate funding from Purchase Requisition 4200456908 for Task Order 02, CMM PLI#13; ALI#1 in the amount of (b)(4)

2. Provide funding for Task Order 02 with replacement Purchase Requisition 4200457391, CMM PLI#13; ALI#2 in the amount of (b)(4) increasing the funding for Task Order 02 in the amount of (b)(4) with a fund-through date of June 30, 2013.

3. Provide incremental funding for T.O.03 pursuant to Clause 10.0 Limitation of Funds (Fixed-Price Contract) in the amount of (b)(4) with a  
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)<br>Bobby J Holden                 |                             |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br><i>Bobby J Holden</i><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>11/8/12 |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000056

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NAME OF OFFEROR OR CONTRACTOR  
HPM CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>fund-through date of June 30, 2013.</p> <p>4. 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 02; Page J-16-8; Page J-16-10</p> <p>Task Order 03; Page J-16-20; Page J-16-22</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:<br/>Reason for Modification :<br/>Other Administrative Action<br/>Total Amount for this Modification: (b)(4)<br/>Obligated Amount for this Modification: (b)(4)<br/>Total Obligated Amount for this Award: \$17,995,108<br/>Total Amount for this Award Remains: \$24,590,601</p> <p>Task Order 02<br/>Obligated Amount for this modification: (b)(4)<br/>Account code changed from:<br/>62AS10/6100.2560/62/FC000000/736466.03.01.08.02.0/9/000/2560/62/CASX22013D/361N/1/84<br/>Funded Amount changed from: (b)(4)</p> <p>APPROPRIATION ACCOUNTING DATA: PR4200457391<br/>Account code changed to:<br/>62AS10/6100.2560/FC000000/736466.03.01.08.02.0/8/00/2560/62/CASX22013D/361N<br/>Cost Center 62AS10<br/>GI Account 6100.2560<br/>Order FC000000<br/>Amount: (b)(4)</p> <p>Task Order 03<br/>Obligated Amount for this modification: \$88,134<br/>APPROPRIATION ACCOUNTING DATA: PR4200457391<br/>Account code:<br/>62AS10/6100.2560/FC000000/736466.03.01.08.02.0/9/00/2560/62/CASX22013D/361N<br/>Cost Center 62AS10<br/>GI Account 6100.2560<br/>Order FC000000<br/>Amount: (b)(4)<br/>Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

HPM CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)                          | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | Payment Terms:<br>Net 30 days<br>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 **\$17,995,108** is presently available for payment and allotted to this contract.

|                         | Value               | Obligations         | Balance            |
|-------------------------|---------------------|---------------------|--------------------|
| FFP Mission             | \$17,090,601        | \$15,043,821        | \$2,046,780        |
| FFP TO 1                | (b)(4)              |                     |                    |
| FFP TO 2                |                     |                     |                    |
| FFP TO 3                |                     |                     |                    |
| FFP TO 4                |                     |                     |                    |
| FFP TO 5                |                     |                     |                    |
| FFP TO 6                |                     |                     |                    |
| FFP TO 7                |                     |                     |                    |
| Unused IDIQ             | \$4,151,768         |                     |                    |
| Max Potential Value     | <b>\$24,590,601</b> | <b>\$17,995,108</b> | <b>\$2,443,725</b> |
| Current Potential Value | <b>\$24,590,601</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>\$2,443,725</b> |

**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, 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              | November 1, 2011 – October 31, 2012 | (Exercised) |
| Option 4              | November 1, 2012 – October 31, 2013 | (Exercised) |

**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:

| <b>SCHEDULE FOR ALLOTMENT OF FUNDS</b> |                         |
|--|-------------------------|
| Date: <b>TBD</b>                       | Amount: <b>\$66,004</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 **June 30, 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.

**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 | (Exercised) |

**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 3 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>\$330,941</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 **June 30, 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.