

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000059	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO. 4200462036	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.	
CODE 1WHJ8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		(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(p).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IDIQ Support Within Scope, H.2 1952.216-80 Task Ordering Procedures (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)**

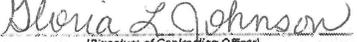
1. The purposes of this modification are to:

(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 (Lead & PCB Roll-Off Box Disposal), from (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 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Erin Phillips, Contracts Specialist		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gloria L. Johnson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/26/2012	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/26/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNM09AA03C/000059

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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>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: 40px;">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 59 Contractor Proposal: Dated December 20, 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.</p> <p>Total Amount for this Modification: (b)(4)</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>TO 5 Value changed from (b)(4) to (b)(4)</p> <p>Total Potential Amount for this Award Remains at (b)(4)</p> <p>APPROPRIATIONS ACCOUNTING DATA: PR 4200462036 Account code: 62AS10/6100.2560/62/FC000000/821001.08.01.01/000/2560/62/CECX62012D/573Z/1/2 Cost Center 62AS10 GL Account 6100.2560 Order FC000000 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM09AA03C/000059

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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)
	Amount: \$6,015.00  Account code: 62AS10/6100.2560/62/FC000000/821001.08.01.01/000/2 560/62/CECX62013D/573Z/2/3 Cost Center 62AS10 GL Account 6100.2560 Order FC000000 Amount: (b)(4) Payment Terms: Net 30 days Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812  FOB: Destination				

**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 NTE			
Task Order 02			
Task Order 03			
Task Order 04			
Task Order 05			
Task Order 06			
Task Order 07			
Task Order 08			
<b>Contract Year 5- Option 4</b>			
* Task Order 01 NTE			
Task Order 02			
Task Order 03			
Task Order 04			
<b>TOTALS</b>		<b>\$2,516,917</b>	

\* 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 **\$18,052,647** 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			
FFP TO 8			
Unused IDIQ	\$4,094,229		
Max Potential Value	\$24,590,601	\$18,052,647	\$2,443,725
Current Potential Value	\$24,590,601		

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 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	(b)(4)
Nov	11/30/2012	(b)(4)
Dec	12/31/2012	(b)(4)
Jan	01/31/2013	(b)(4)
Feb	02/28/2013	(b)(4)
<b>Total</b>		(b)(4)

**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

## **IDIQ TASK ORDER 05**

### **PERFORMANCE WORK STATEMENT**

#### **WBS 3.2.5 OU-12 ROLL-OFF BOXES & WASTE DISPOSAL**

##### **1.0 SCOPE**

Releases of potentially hazardous wastes and/or hazardous constituents have occurred as a result of former operations conducted at the National Aeronautics and Space Administration's (NASA) Marshall Space Flight Center (MSFC). These include former operations conducted by NASA since 1960 and by the U.S. Army between 1941 and 1960. In May 1994, the U.S. Environmental Protection Agency (EPA) placed Redstone Arsenal (RSA), including the property known as MSFC, on the National Priorities List (NPL) for investigation and cleanup. A Federal Facilities Agreement (FFA) signed by NASA, EPA, and the Alabama Department of Environmental Management (ADEM) was adopted in 2001 and provides the framework and schedules to conduct investigations and cleanup activities at MSFC.

Initially, the Contractor provided roll-off boxes for the storage of waste and arranged for disposal of 9,000 cubic yards waste at a CERCLA approved Subtitle C or Subtitle D landfill. The amount of waste generated for the project increased to 12,000 cubic yards of soil for this effort wherein, the contractor was requested to provide 4 additional frak tanks for the management of storm water and 60 additional roll-off boxes needed for waste soil as a result of the additional removal activities during the OU-12 Remedial Action.

This action shall require the contractor to profile, manifest, transport, and dispose of 6 Lead hazardous waste boxes and 2 Polychlorinated biphenyl (PCB) Toxic Substances and Control Act (TSCA) waste boxes at a CERCLA approved Treatment, Storage, and Disposal Facility. This is in accordance with OU-12 Remedial Action and *Contract NNM09AA03C, Section H.2 1852.216-80 Task Ordering Procedure and IDIQ Requirements 4.2.4.*

##### **2.0 PERIOD OF PERFORMANCE**

Award through February 28, 2013.

##### **3.0 DELIVERABLES**

Certificates of Disposal or equivalent document shall be provided to be included in the Remedial Action Report.

##### **4.0 TRAVEL – N/A**

##### **5.0 MATERIALS – N/A**