

2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE SSC		7. ADMINISTERED BY (If other than Item 6) CODE SSC	

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A2 RESEARCH JV 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505  CODE SSCY8      FACILITY CODE	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  10B. DATED (SEE ITEM 13) 04/13/2010
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**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:	\$360,000.00
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**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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
See page 2 for detailed information.

Delivery Location Code: SSC  
 NASA/Stennis Space Center  
 Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 
(Signature of person authorized to sign)		16C. DATE SIGNED 4-22-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200336983, 4200338385, 4200338385). All other terms and conditions remain the same.

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action	\$3,551,408.08	\$322,900.00
This Action	<u>\$0</u>	<u>\$200,000.00</u>
NEW TOTAL	\$3,551,408.08	\$522,900.00

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$30,000	\$1.00
This Action	<u>\$0</u>	<u>\$1.00</u>
NEW TOTAL	\$30,000	\$1.00

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$1,418,096.38	\$100.00
This Action	<u>\$0</u>	<u>\$160,000.00</u>
NEW TOTAL	\$1,418,096.38	\$160,100.00

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$683,001.00 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until June 23, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

\*\*\*END OF INFORMATIONAL SUMMARY\*\*\*

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 6

2. AMENDMENT/MODIFICATION NO.

000002

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (if other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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:

\$496,005.69

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:

D. OTHER (Specify type of modification and authority)

X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)

See page four (4) for detailed information.

Delivery Location Code: SSC

NASA/Stennis Space Center

Stennis Space Center MS 39529-6000 USA

012 Demand Work; (Material Code H) This work covers the laboratory requirement for other Government Agencies, and/or Contractors Located at Stennis Space Center. When these requirements arise the contractor will be required to provide a proposal Continued ...

149,320.85

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

5-18-10

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>to the Government for each request made under this Not to Exceed Line item using the loaded rates provided in Attachment 6 of this solicitation. The demand work has historically been estimated at 31% of contract value. Offeror shall calculate 31% of yearly contract value for dollar amount. This CLIN is an estimated level of effort and is not guaranteed. See page 7 for more information. POP May 1, 2010 - April 30, 2011.</p> <p>Obligated Amount: \$149,320.85 Requisition No: 4200342118</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8639.10/000/2510/64/CASX22010R/CASP/1/2 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8639.10 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX22010R Functional Area: CASP Funded: \$100,000.00</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8673.10/000/2510/64/CASX22010R/CASP/2/3 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8673.10 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX22010R Functional Area: CASP Funded: \$10,000.00</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8545.09/000/2510/64/CASX22009R/CASP/3/4 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8545.09 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX22009R Functional Area: CASP Funded: \$2,000.00</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8727.10/000/2510/64/CASX22010R/CASP/4/5 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8727.10 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX22010R Functional Area: CASP Funded: \$12,820.85</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8794.10/000/2510/64/CASX22010R/CASP/5/6 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8794.10 Item Number: 000 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000002

PAGE OF  
3 6

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Commitment Item: 2510 Funds Center: 64 Fund: CASX22010R Functional Area: CASP Funded: \$1,500.00 Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8784.10/ 000/2510/64/CASX22010R/CASP/6/7 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8784.10 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX22010R Functional Area: CASP Funded: \$23,000.00				

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200342251, 4200342007, 4200342008, 4200339116, 4200342118) and a zero dollar adjustment (Zero 160). All other terms and conditions remain the same.

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action	\$3,551,408.08	\$522,900.00
This Action	<u>\$0</u>	<u>\$346,684.84</u>
NEW TOTAL	\$3,551,408.08	\$869,584.84

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$30,000	\$1.00
This Action	<u>\$0</u>	<u>\$1.00</u>
NEW TOTAL	\$30,000	\$1.00

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$1,418,096.38	\$160,100.00
This Action	<u>\$0</u>	<u>\$149,320.85</u>
NEW TOTAL	\$1,418,096.38	\$309,420.85

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$1,179,006.69 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until September 13, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

\*\*\*END OF INFORMATIONAL SUMMARY\*\*\*

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000003

See Block 16C

1

7

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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 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 Decrease:

-\$1.00

**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 43.103(b).
  - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
  - D. OTHER (Specify type of modification and authority)  
X Bilateral, FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Mar 2009)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See page two for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

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) <i>Autumn Sellars</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR <i>Autumn Sellars</i> (Signature of person authorized to sign)		15C. DATE SIGNED 6/4/2010	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
		16C. DATE SIGNED 6/4/2010	

INFORMATIONAL SUMMARY:

This purpose of this modification is to:

1. Reallocate the percentage of price for the NASA Direct Work and the Demand Work.
2. Remove CLIN 003 (travel) and increase CLIN 002 (NASA Direct) by the travel amount. This modification also de-obligates \$1.00 from CLIN 003.
3. The reallocation as identified above and the removal of the travel CLIN applies to options also.
4. An updated SF1449 is attached.
5. Remove the requirement for the contractor to pay for offsite calibrations.
6. Update Data Requirement MF01.
7. All other terms and conditions remain the same.

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**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (69%)	\$3,551,408.08	\$869,584.84
This Action (72%)	+ \$26,635.13	
<u>(Travel)</u>	+ \$30,000.00	
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$869,584.84</b>

The previous percent allocation of the total cost of the contract was 69% minus materials. The new percent allocation of the total cost is hereby change to 72%, this includes materials. This change is to incorporate the demand customers' occupancy charge to reflect the correct percentage.

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$30,000	\$1.00
This Action	<u>- \$30,000</u>	<u>-\$1.00</u>
NEW TOTAL	\$00	\$00

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. CLIN 002 increase of \$30,000 will continue to be a NTE amount and tracked separately from the fixed amount. The contractor shall invoice for travel separately from the fixed amount.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(31%)	\$1,418,096.38	\$309,420.85
This Action (28%)	<u>- \$26,635.13</u>	
NEW TOTAL	\$1,391,461.25	\$309,420.85

The previous percent allocation of the total cost of the contract was 31% minus materials. The new percent allocation of the total cost is hereby change to 28% this includes materials.

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$1,179,005.69 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until September 13, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of

funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (69%)	\$3,622,583.04	\$0
This Action (72%)	+ \$27,634.22	\$0
(Travel)	+ \$30,000.00	<hr/>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$0</b>

The previous percent allocation of the total cost of the contract was 69% minus materials. The new percent allocation of the total cost is hereby change to 72%, this includes materials. This change is to incorporate the demand customers' occupancy charge to reflect the correct percentage.

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$30,000	\$0
This Action	<hr/> - \$30,000	<hr/> \$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 006 (Travel) is hereby deleted and shall become a part of CLIN 005 (NASA Direct). This change is due to ease the funding requirement. CLIN 005 increase of \$30,000 will continue to be a NTE amount and tracked separately from the fixed amount. The contractor shall invoice for travel separately from the fixed amount.

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (31%)	\$1,447,163.14	\$0
This Action (28%)	<u>- \$27,634.22</u>	<u>\$0</u>
NEW TOTAL	\$1,419,528.92	\$0

The previous percent allocation of the total cost of the contract was 31% minus materials. The new percent allocation of the total cost is hereby change to 28% this includes materials.

.....  
**OPTION YEAR 2 (May 1, 2012 – April 30, 2015)**

CLIN 008 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (69%)	\$11,339,572.32	\$0
This Action (72%)	+ \$90,497.26	\$0
(Travel)	<u>+ \$90,000.00</u>	
NEW TOTAL	\$11,520,069.58	\$0

The previous percent allocation of the total cost of the contract was 69% minus materials. The new percent allocation of the total cost is hereby change to 72%, this includes materials. This change is to incorporate the demand customers' occupancy charge to reflect the correct percentage.

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 009 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$30,000	\$0
This Action	<u>- \$30,000</u>	<u>\$0</u>
NEW TOTAL	\$0.00	\$0

CLIN 009 (Travel) is hereby deleted and shall become a part of CLIN 008 (NASA Direct). This change is due to ease the funding requirement. CLIN 008 increase of \$30,000 will continue to be a NTE amount and tracked separately from the fixed amount. The contractor shall invoice for travel separately from the fixed amount.

CLIN 010 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (31%)	\$4,535,524.29	\$0
This Action (28%)	<u>- \$90,497.26</u>	<u>\$0</u>
NEW TOTAL	\$4,445,027.03	\$0

The previous percent allocation of the total cost of the contract was 31% minus materials. The new percent allocation of the total cost is hereby change to 28% this includes materials.

.....

The requirement for the contractor to pay for off-site calibrations is hereby removed from this contract. The contractor will continue to process off-site calibration; however, payment will be made by NASA. The contractor shall complete the required forms and preparations to initiate off-site calibrations. The contract value will not be reduced as the value associated with the off-site calibration will be utilized for materials.

.....

The Data Requirement MF01 currently has a milestone of 2 working days after NASA fiscal month end. The new milestone is 5 working days after NASA fiscal month end.

\*\*\*END OF MODIFICATION\*\*\*

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

000004

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$296,212.69

**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>Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)   |

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.)

See Page 2 for detailed information.

Delivery Location Code: SSC

NASA/Stennis Space Center

Stennis Space Center MS 39529-6000 USA

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)	
		MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			6/18/10
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200345752, 4200345436, 4200345998, 4200345938) and a zero dollar adjustment (Zero 178). All other terms and conditions remain the same.

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**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$869,584.84
This Action	<u>\$0</u>	<u>\$180,526.98</u>
NEW TOTAL	\$3,608,043.21	\$1,050,111.82

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Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. The contractor shall invoice for travel separately.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$309,420.85
This Action		<u>\$115,685.71</u>
NEW TOTAL	\$1,391,461.25	\$425,106.56

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$1,475,218.38, 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until August 14, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 000005		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	1. CONTRACT ID CODE	PAGE OF PAGES 1   4
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		5. PROJECT NO. (If applicable)	CODE SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
		10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8	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) See Schedule	Net Increase:	\$460,538.49
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

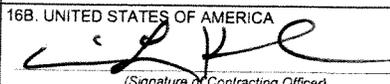
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)**

See page 2 for detailed information.  
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA  
  
FOB: Destination

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 7-21-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200350259, 4200350613, 4200350615, 4200350649) and a zero dollar adjustment (Zero 212). All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$1,050,111.82
This Action	<u>\$0</u>	<u>\$ 235,291.40</u>
NEW TOTAL	\$3,608,043.21	\$1,285,403.22
	***	***
Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. The contractor shall invoice for travel separately.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$425,106.56
This Action		<u>\$ 225,247.10</u>
NEW TOTAL	\$1,391,461.25	\$650,353.66

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$1,935,756.87, 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until Sept 17, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. 000006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)

CODE    5SCY8	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
		10B. DATED (SEE ITEM 13) 04/13/2010

**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:	\$26,559.27
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**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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

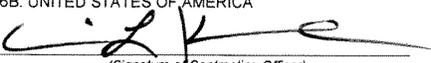
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

LIST OF CHANGES:  
  
See page 2 for detailed information.

Delivery Location Code: SSC  
 NASA/Stennis Space Center  
 Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 7-29-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200352355). All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$1,285,403.22
This Action	\$0	\$26,559.27
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$1,311,962.49</b>

\*\*\*

\*\*\*

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. The contractor shall invoice for travel separately.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$650,353.66
This Action		\$ 0
NEW TOTAL	\$1,391,461.25	\$0

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$1,962,316.14, 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until Sept 20, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)



INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200355260, 4200355221, 4200355252) and a zero adjustment (document 236). All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$1,311,962.49
This Action	<u>\$0</u>	<u>\$ 37,090.31</u>
NEW TOTAL	\$3,608,043.21	\$1,349,052.80

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Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0



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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
 1 4

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 000008 See Block 16C 4200355591

6. ISSUED BY CODE SSC 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

JOINT VENTURE  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

CODE 5SCY8 FACILITY CODE 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  
 10B. DATED (SEE ITEM 13) 04/13/2010

**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: \$88,606.42  
 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:  
 D. OTHER (Specify type of modification and authority)  
 X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
 See page 2 for detailed information.

Delivery Location Code: SSC  
 NASA/Stennis Space Center  
 Stennis Space Center MS 39529-6000 USA  
 FOB: Destination

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)  
 MARVIN L. HORNE  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer) 8-19-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200355591). All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$1,349,052.80
This Action	<u>\$0</u>	<u>\$ 88,606.42</u>
NEW TOTAL	\$3,608,043.21	\$1,437,659.22

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Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 2

2. AMENDMENT/MODIFICATION NO. 000009  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_  
 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 JOINT VENTURE  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_

9B. DATED (SEE ITEM 11) \_\_\_\_\_

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 NNS10AA47C

10B. DATED (SEE ITEM 13)  
 04/13/2010

CODE 5SCY8 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)  
 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) Bilateral - FAR 52.212-4 Contract Terms and Condition Commercial items (Mar 2009)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 LIST OF CHANGES:

See page 2 for detailed information.

Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$0.00  
 New Total Amount for this Award: \$26,064,347.25

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

The purpose of this modification is to change numerous labor classifications covered by the Department of Labor Wage Determination. All other terms and conditions remain the same.

1. Based on the Staffing plan submitted by A2Research the following positions will be reclassified. This change is a classification change only. The bill rate A2Research submits to NASA is not affected by this change. The wage determination that is currently incorporated into the contract is Wage Determination No: 2005-2302 Revision 7, dated 05/26/2009 (attached). Updated Staffing Plan is attached.

- The Engineering Technicians IV are hereby changed to Metrology Technician III
- The Engineering Technicians III are hereby changed to Metrology Technician II
- The Driver-Messenger is hereby changed to an Engineering Technician I

NASA LABOR CLASSIFICATIONS AND WAGE RATES  
CLIN 002

Contract No. NNS10AA47C  
Modification 09  
8/27/10

DATE: Aug 27/2010  
SOLICITATION/CONTRACT #: NNS10AA47C  
ALUTIIQ'S TASK ORDER #: 0000  
CUSTOMER'S NAME: NASA - John C. Stennis Space Center  
CUSTOMER'S TASK ORDER #: 0000  
REVISION #: 2  
PERIOD OF PERFORMANCE: 01 Mar 2010 - 28 Feb 2011  
LOCATION: Stennis Space Center, MS  
TYPE CONTRACT: FIRM FIXED PRICE  
BASE PERIOD

(b)(4)

EMPLOYEE BENEFITS  
OVERHEAD - GOVERNMENT SITE  
G&A (LABOR)  
TOTAL INDIRECT LABOR COST  
TOTAL LABOR COST  
TRAVEL  
MISC. ODC  
SUBCONTRACTOR LABOR  
TOTAL ODC (UNBURDENED)  
G&A (MATERIAL & MISC.ODC)  
G&A (TRAVEL)  
G&A (SUBCONTRACTOR)  
TOTAL ODC COST (BURDENED)  
FEE (LABOR)  
TOTAL COST PLUS FIXED FEE

(b)(4)

Revised Attachment 6  
Fully Burdened Labor Rates for  
CLINs 004, 007, 010

Contract No. NNS10AA47C  
Modification 09  
8/27/10

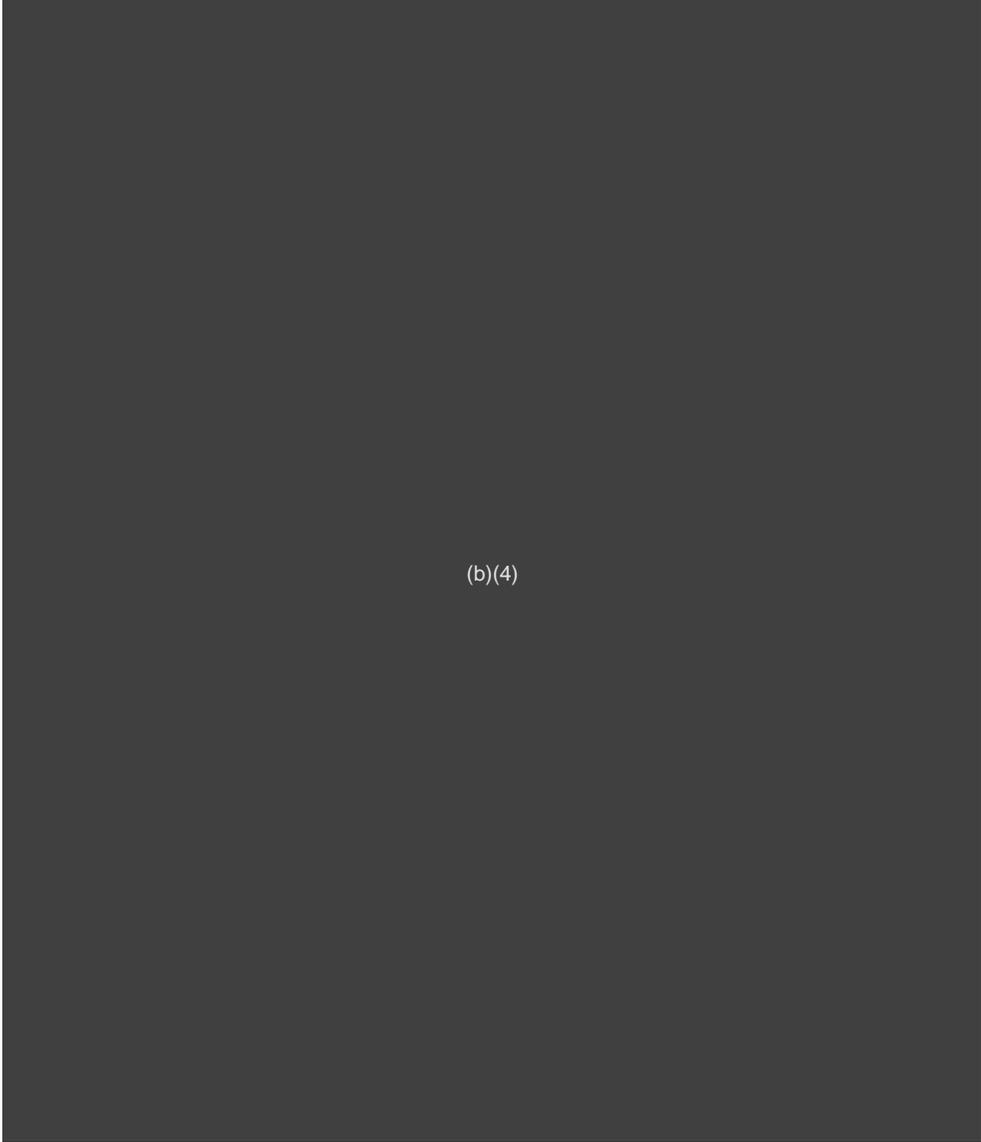
The fully burdened fixed labor rates identified below shall be used in pricing Stennis Work Request (SWR) for labor hour CLINs 004, 007, and 010. Offerors must provide a breakout of cost elements (hourly rate, salary related expenses, fringe benefits, other direct costs, G&A, profit, etc) that comprise the fully burdened labor rate for each labor category and each year proposed below. These fully burdened rates shall be consistent with those used to price CLINs 002, 005 and 008.

NOTE: Contractor shall add classifications and must include job description and SCA equivalent, if applicable, with conformance, if applicable per FAR/NFS. Estimated hours are based on previous performance. Contractor shall input 28% of yearly contract value for CLIN 004; 28% of yearly value for the NTE amount for CLIN 007 and; 28% of yearly value for the NTE amount for CLIN 010 on the SF 1449.

(b)(4)

**ATTACHMENT 6**

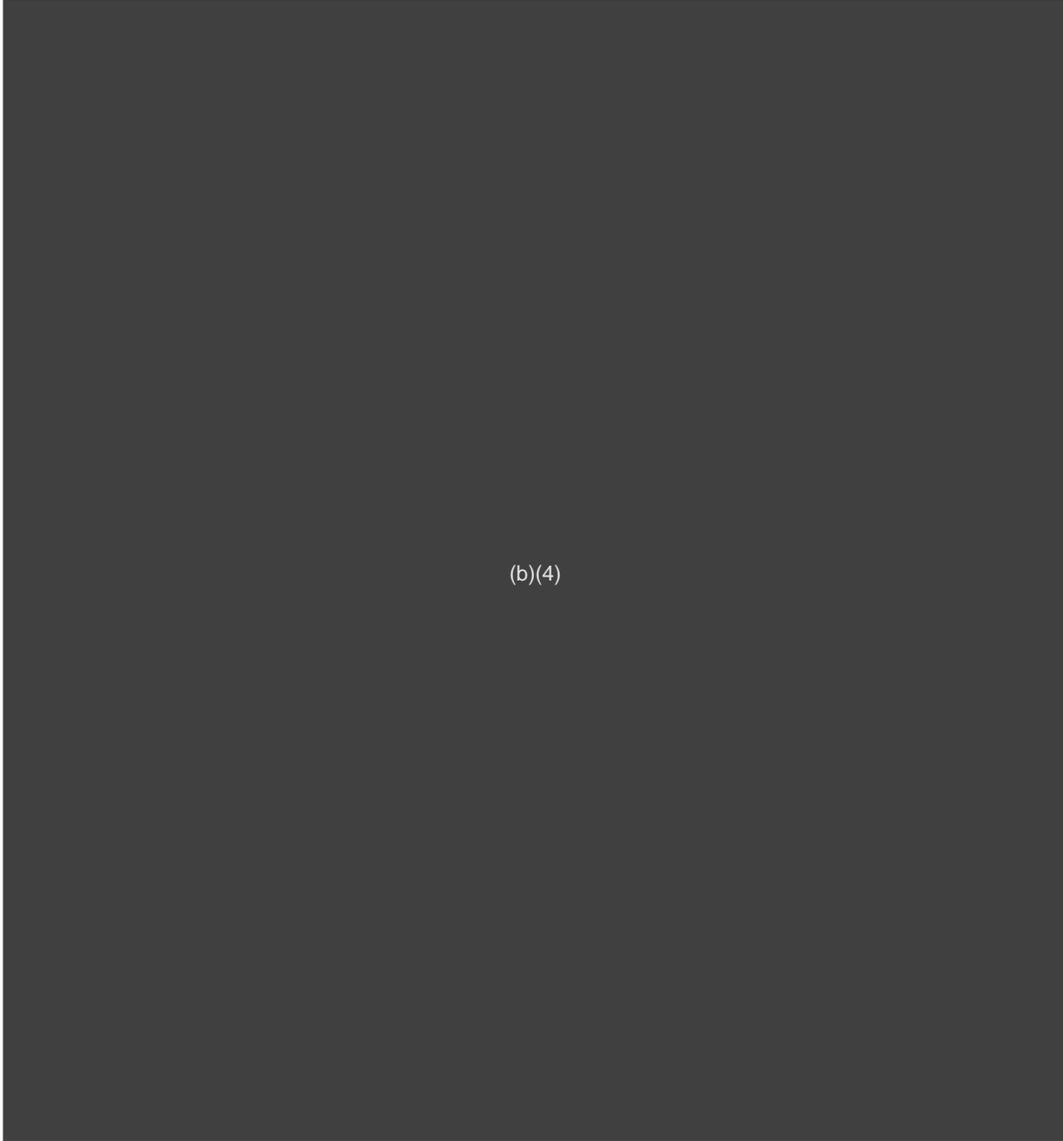
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

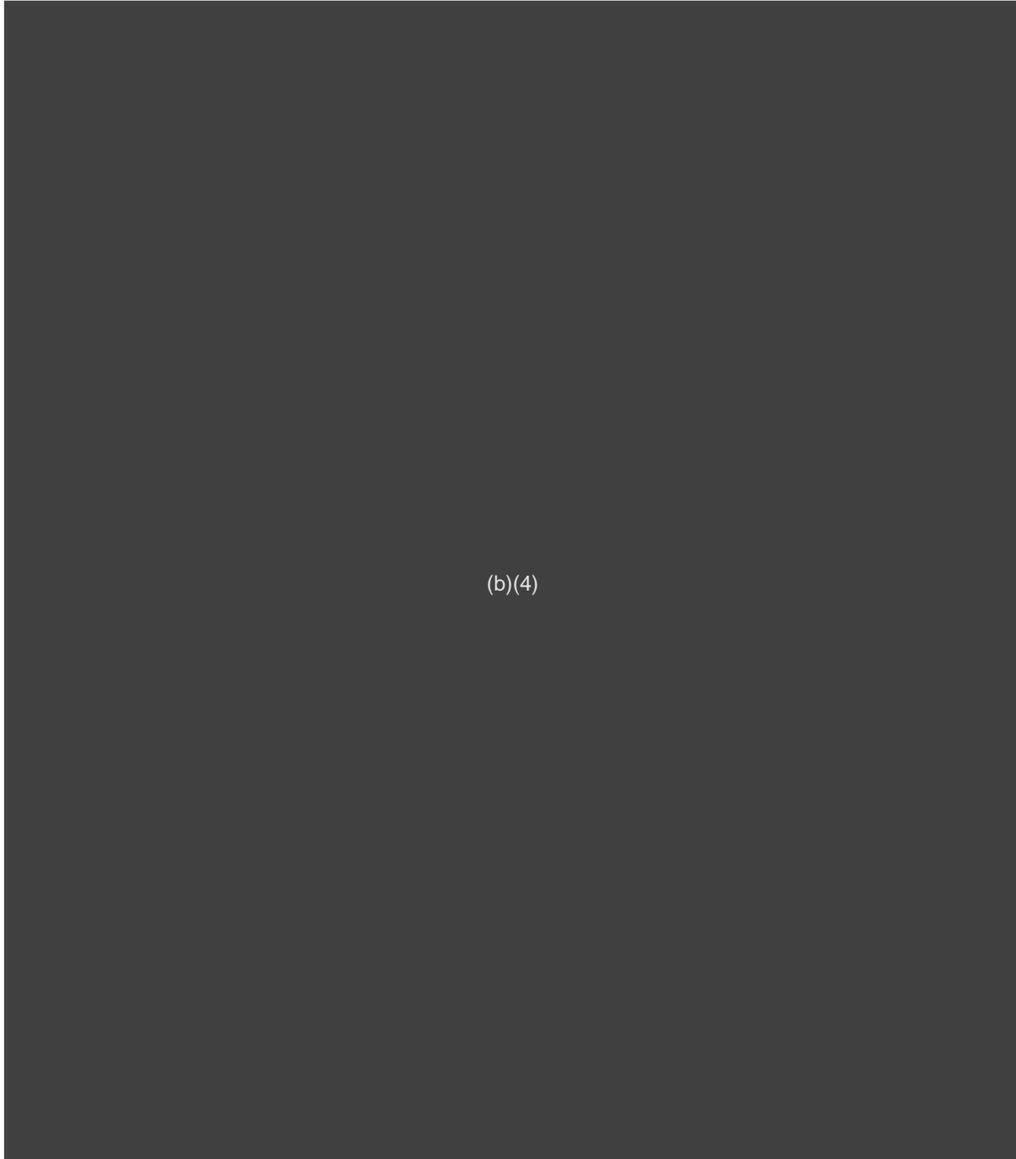
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

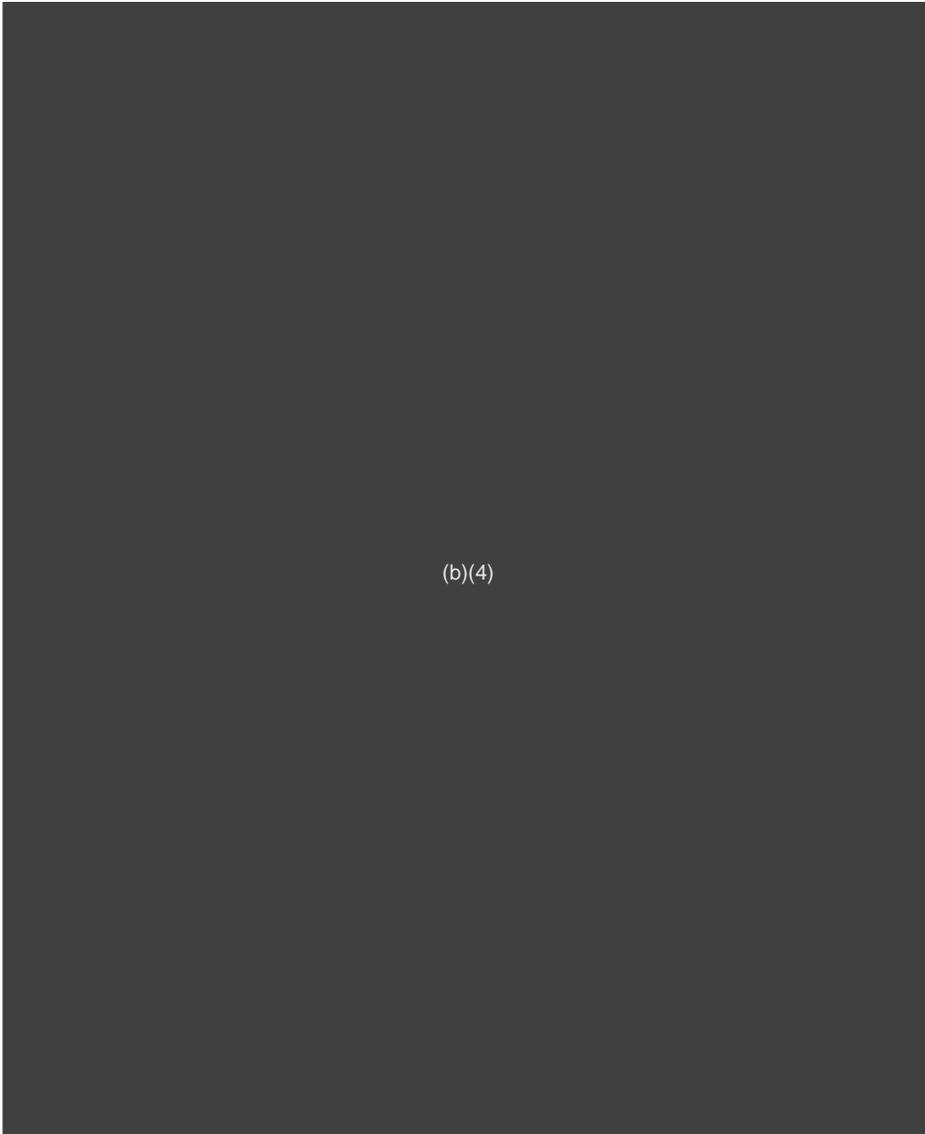
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

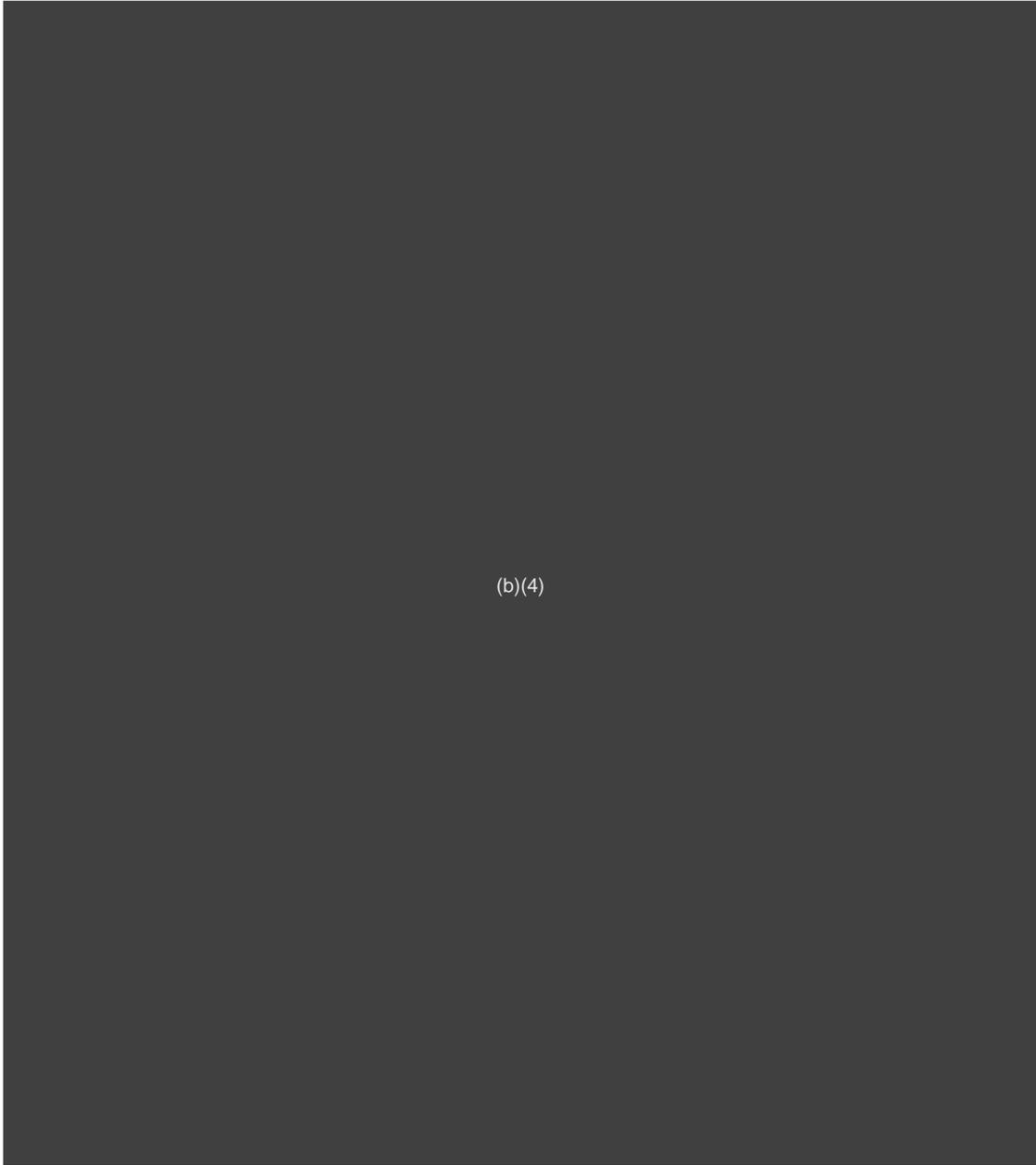
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

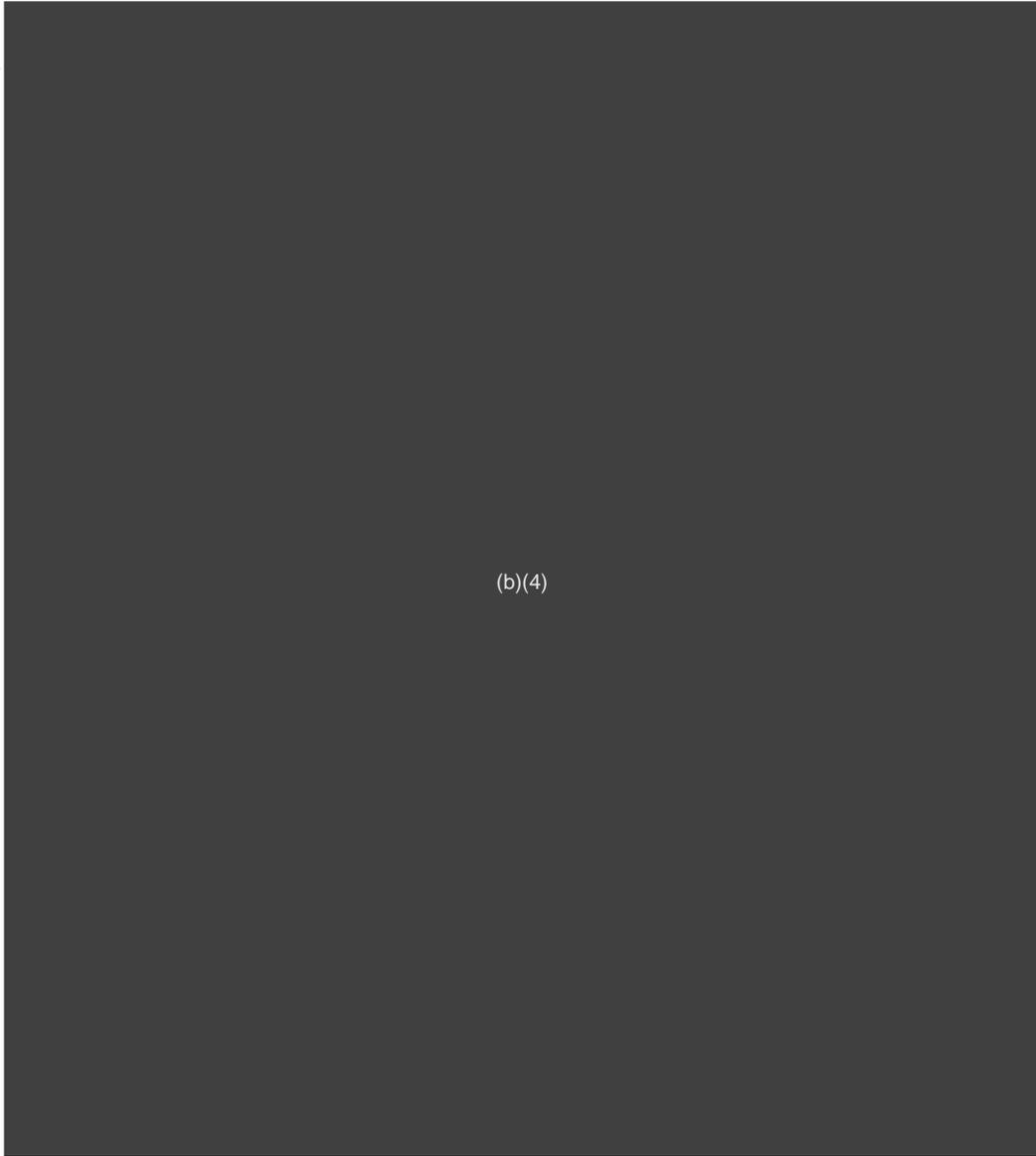
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

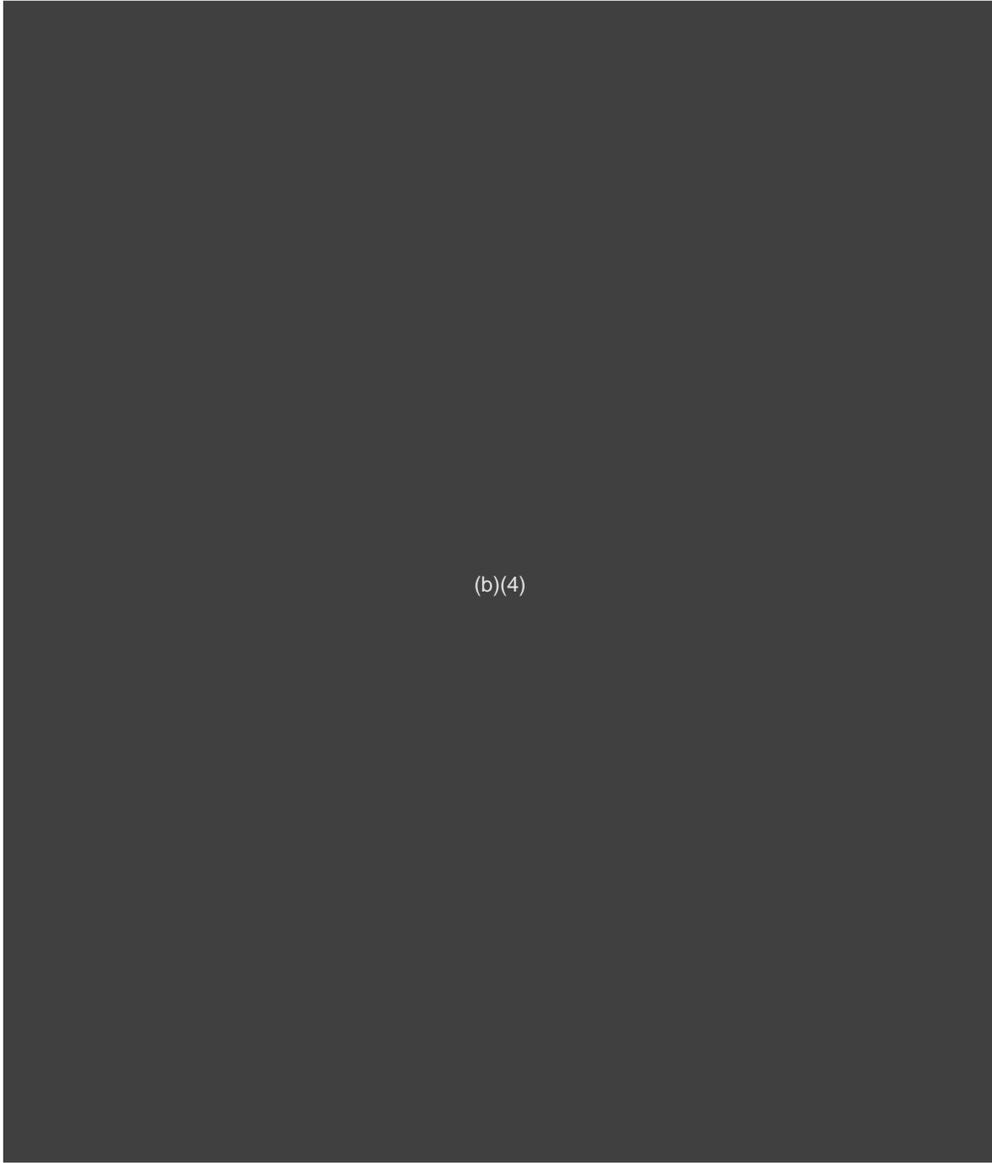
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

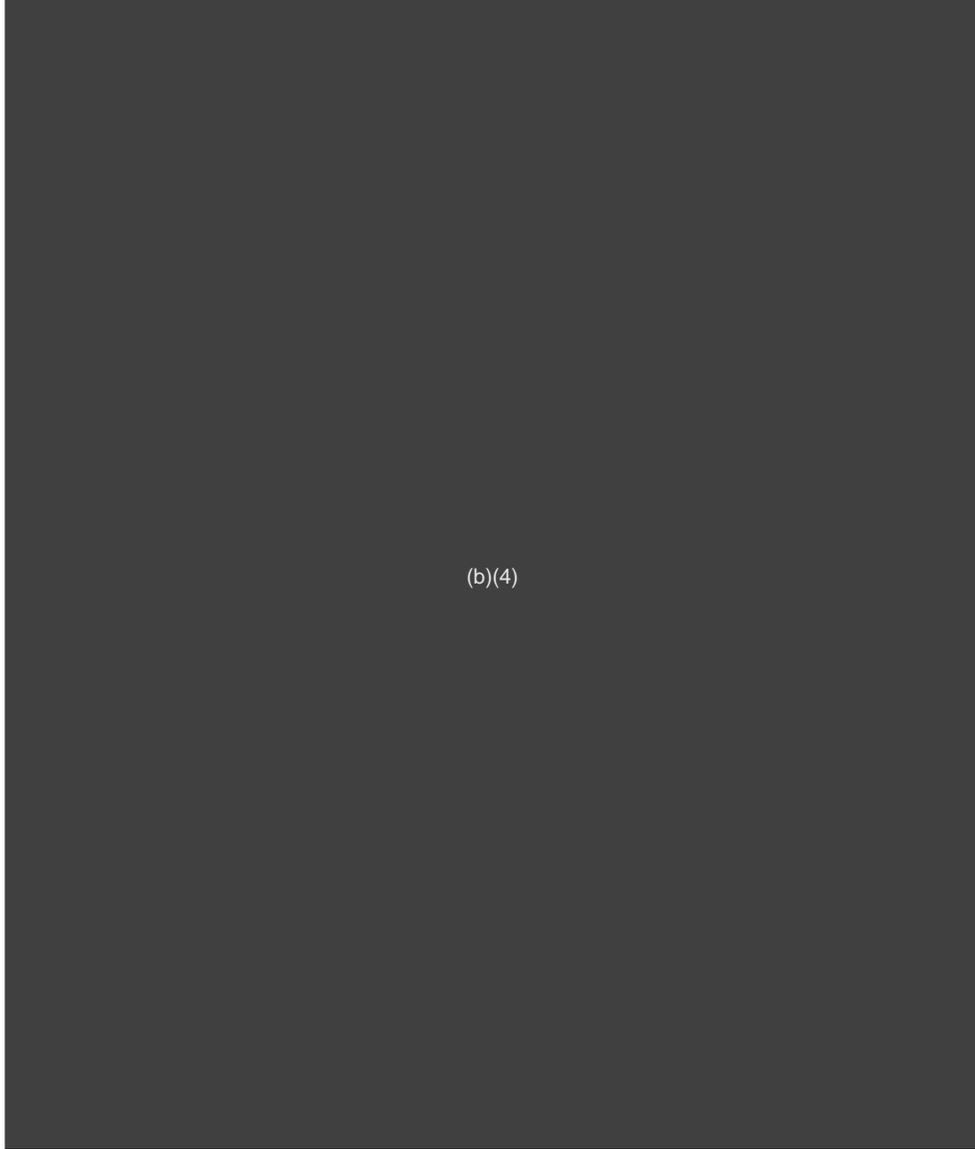
EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

EXAMPLE - Offerors shall provide a cost breakout of cost elements (hourly rate, salary, related expenses, fringe benefits, other direct cost, G&A, profit, etc) for each labor category illustrating how the fully burden labor rate was derived.



(b)(4)

**ATTACHMENT 6**

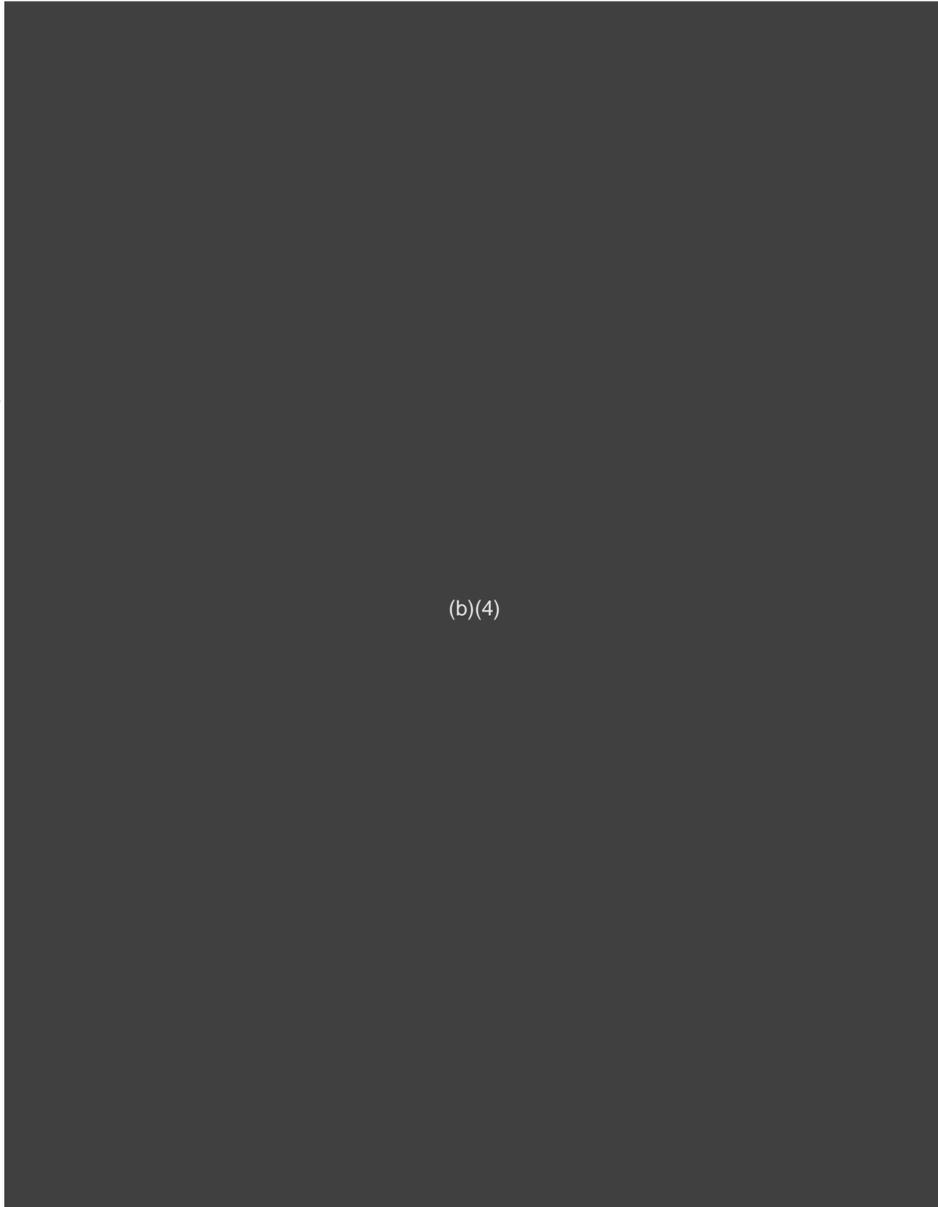
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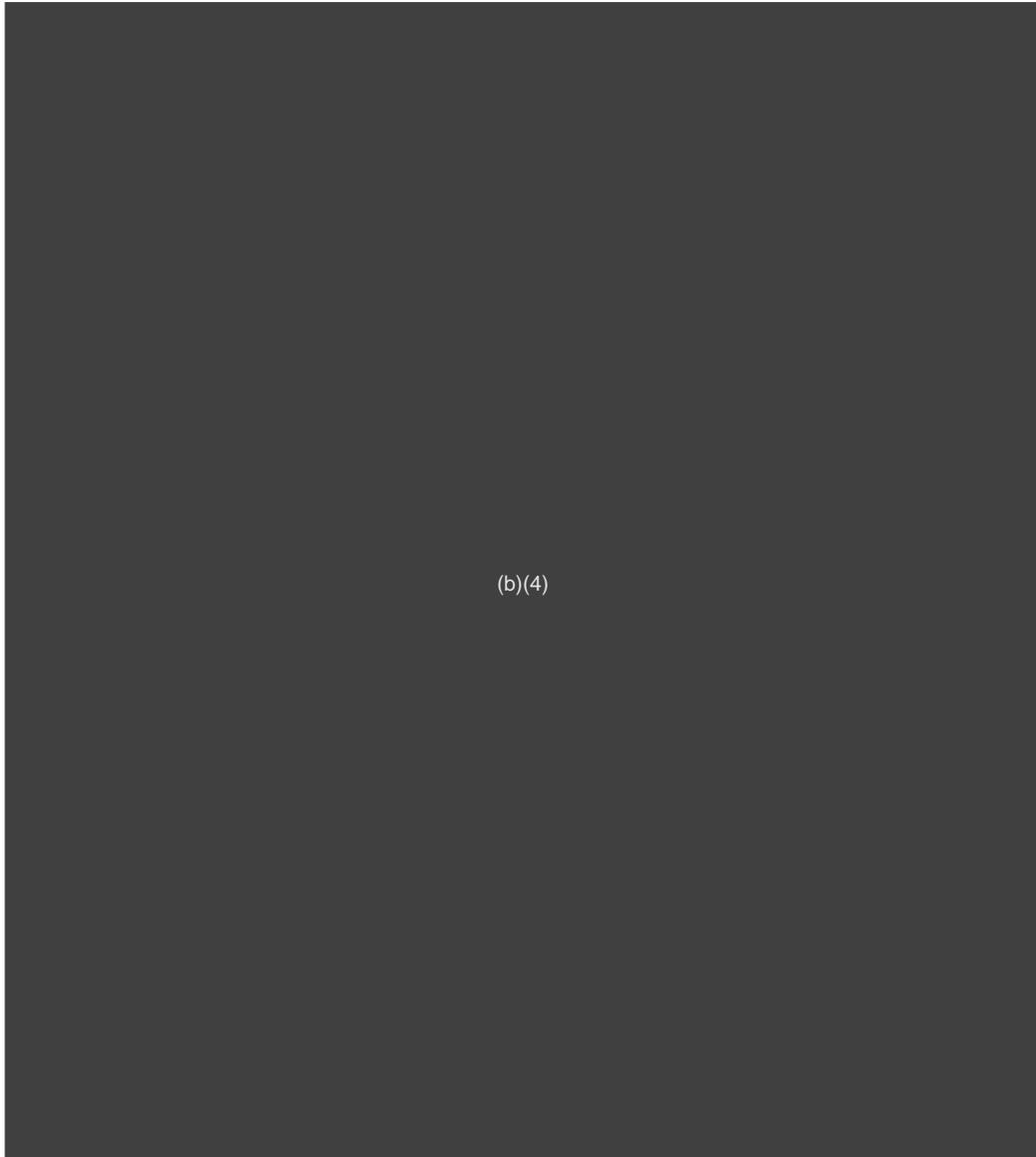
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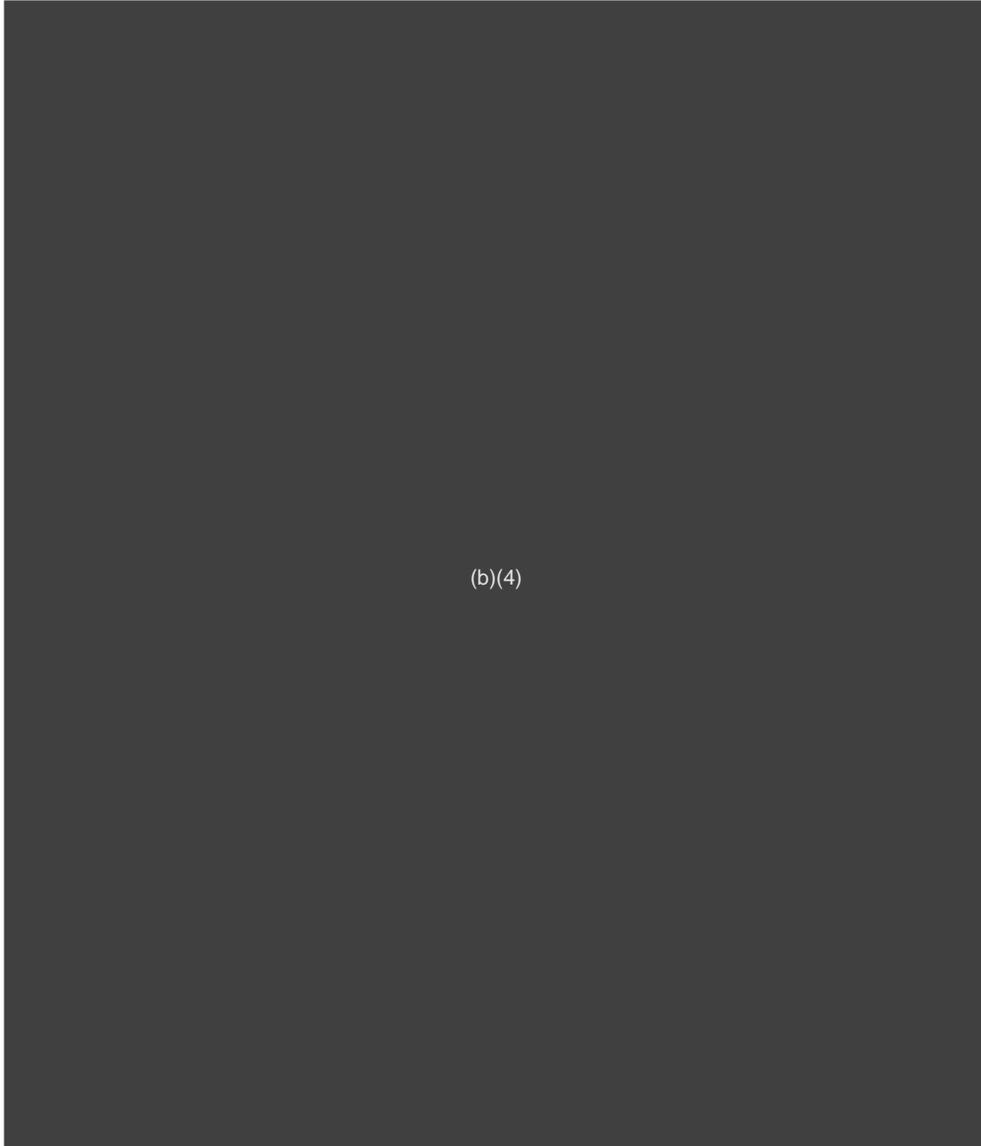
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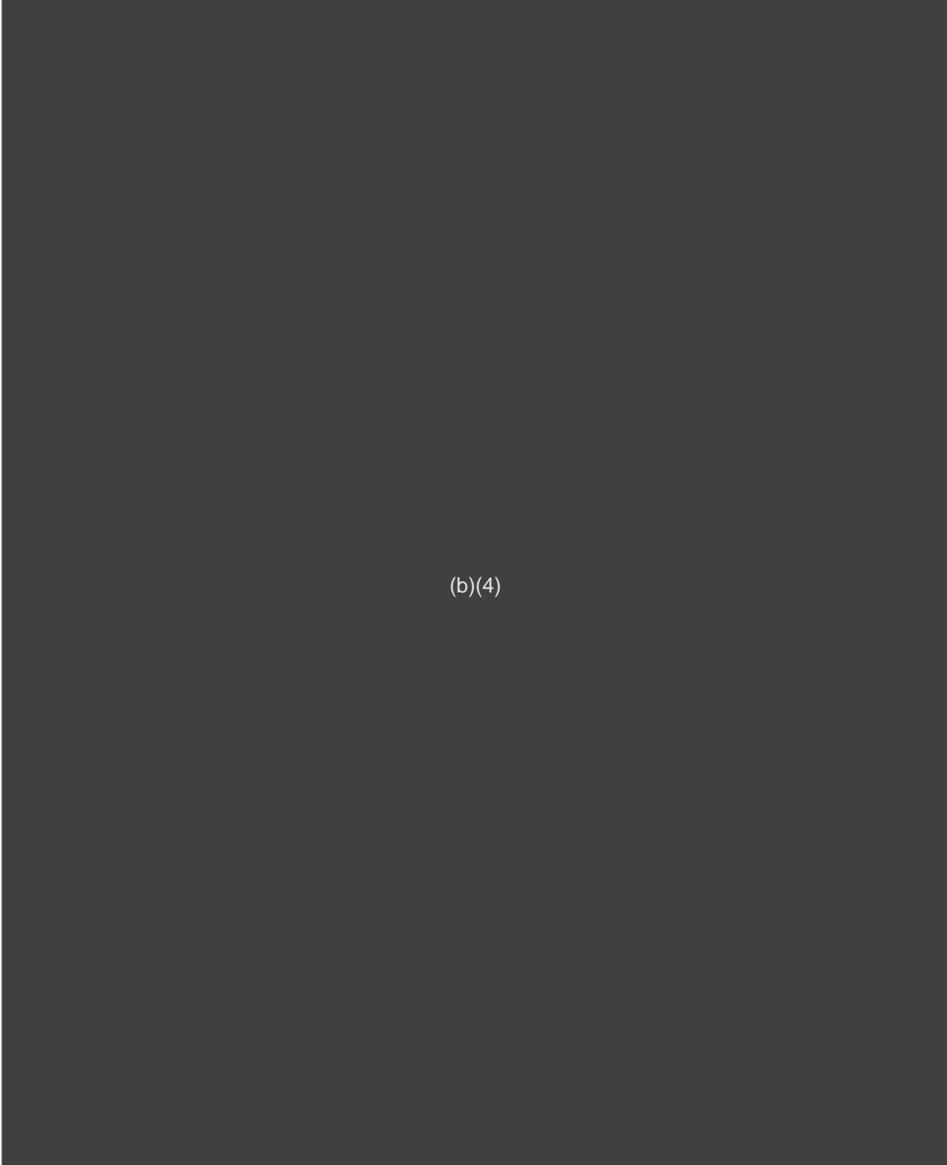
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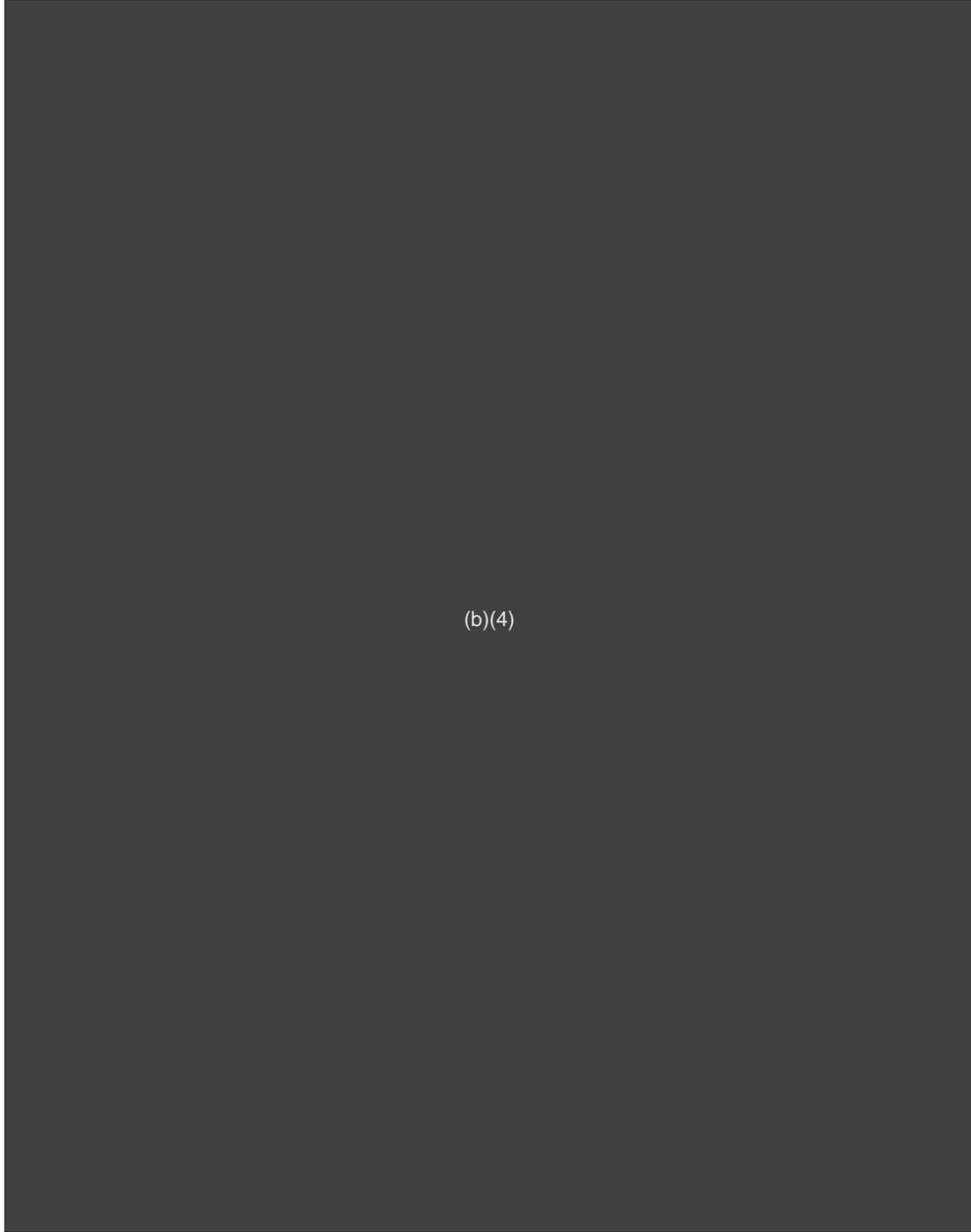
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(b)(4)

WD 05-2302 (Rev.-7) was first posted on www.wdol.gov on 06/02/2009

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2302

Shirley F. Ebbesen | Division of | Revision No.: 7  
Director | Wage Determinations | Date Of Revision: 05/26/2009

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River,  
Stone

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	11.56	
01012 - Accounting Clerk II	15.08	
01013 - Accounting Clerk III	16.77	
01020 - Administrative Assistant	17.46	
01040 - Court Reporter	14.26	
01051 - Data Entry Operator I	9.78	
01052 - Data Entry Operator II	10.98	
01060 - Dispatcher, Motor Vehicle	13.33	
01070 - Document Preparation Clerk	10.28	
01090 - Duplicating Machine Operator	10.28	
01111 - General Clerk I	10.16	
01112 - General Clerk II	11.08	
01113 - General Clerk III	13.67	
01120 - Housing Referral Assistant	16.05	
01141 - Messenger Courier	8.90	
01191 - Order Clerk I	10.99	
01192 - Order Clerk II	14.67	
01261 - Personnel Assistant (Employment) I	13.36	
01262 - Personnel Assistant (Employment) II	14.37	
01263 - Personnel Assistant (Employment) III	15.98	
01270 - Production Control Clerk	17.11	

01280 - Receptionist	9.97
01290 - Rental Clerk	9.76
01300 - Scheduler, Maintenance	12.02
01311 - Secretary I	12.02
01312 - Secretary II	14.26
01313 - Secretary III	16.05
01320 - Service Order Dispatcher	10.66
01410 - Supply Technician	17.46
01420 - Survey Worker	12.10
01531 - Travel Clerk I	10.96
01532 - Travel Clerk II	11.64
01533 - Travel Clerk III	12.21
01611 - Word Processor I	13.29
01612 - Word Processor II	14.92
01613 - Word Processor III	16.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.75
05010 - Automotive Electrician	14.60
05040 - Automotive Glass Installer	14.03
05070 - Automotive Worker	14.03
05110 - Mobile Equipment Servicer	12.86
05130 - Motor Equipment Metal Mechanic	15.17
05160 - Motor Equipment Metal Worker	14.03
05190 - Motor Vehicle Mechanic	16.10
05220 - Motor Vehicle Mechanic Helper	12.32
05250 - Motor Vehicle Upholstery Worker	13.45
05280 - Motor Vehicle Wrecker	14.03
05310 - Painter, Automotive	14.60
05340 - Radiator Repair Specialist	14.03
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	15.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.09
07041 - Cook I	10.17
07042 - Cook II	11.09
07070 - Dishwasher	8.41
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.89
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.00
09040 - Furniture Handler	11.91
09080 - Furniture Refinisher	15.00
09090 - Furniture Refinisher Helper	12.67
09110 - Furniture Repairer, Minor	13.82
09130 - Upholsterer	15.00

11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	8.41
11090 - Gardener	10.71
11122 - Housekeeping Aide	9.00
11150 - Janitor	9.42
11210 - Laborer, Grounds Maintenance	9.30
11240 - Maid or Houseman	7.94
11260 - Pruner	8.55
11270 - Tractor Operator	10.52
11330 - Trail Maintenance Worker	9.30
11360 - Window Cleaner	9.93
12000 - Health Occupations	
12010 - Ambulance Driver	13.21
12011 - Breath Alcohol Technician	14.24
12012 - Certified Occupational Therapist Assistant	16.64
12015 - Certified Physical Therapist Assistant	16.64
12020 - Dental Assistant	12.40
12025 - Dental Hygienist	22.31
12030 - EKG Technician	21.69
12035 - Electroneurodiagnostic Technologist	21.69
12040 - Emergency Medical Technician	13.21
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.31
12073 - Licensed Practical Nurse III	15.96
12100 - Medical Assistant	11.27
12130 - Medical Laboratory Technician	13.84
12160 - Medical Record Clerk	11.36
12190 - Medical Record Technician	12.93
12195 - Medical Transcriptionist	12.50
12210 - Nuclear Medicine Technologist	30.24
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	9.89
12223 - Nursing Assistant III	11.70
12224 - Nursing Assistant IV	13.13
12235 - Optical Dispenser	14.24
12236 - Optical Technician	11.65
12250 - Pharmacy Technician	12.42
12280 - Phlebotomist	12.98
12305 - Radiologic Technologist	20.95
12311 - Registered Nurse I	20.26
12312 - Registered Nurse II	24.77
12313 - Registered Nurse II, Specialist	24.77
12314 - Registered Nurse III	28.32
12315 - Registered Nurse III, Anesthetist	29.98
12316 - Registered Nurse IV	35.94

12317 - Scheduler (Drug and Alcohol Testing)	17.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.72
13012 - Exhibits Specialist II	20.71
13013 - Exhibits Specialist III	25.61
13041 - Illustrator I	16.72
13042 - Illustrator II	20.71
13043 - Illustrator III	25.61
13047 - Librarian	22.94
13050 - Library Aide/Clerk	8.88
13054 - Library Information Technology Systems Administrator	20.71
13058 - Library Technician	11.62
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.72
13063 - Media Specialist III	18.64
13071 - Photographer I	12.43
13072 - Photographer II	14.04
13073 - Photographer III	17.23
13074 - Photographer IV	21.74
13075 - Photographer V	25.50
13110 - Video Teleconference Technician	14.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.84
14042 - Computer Operator II	15.68
14043 - Computer Operator III	18.30
14044 - Computer Operator IV	19.47
14045 - Computer Operator V	21.50
14071 - Computer Programmer I	(see 1) 18.57
14072 - Computer Programmer II	(see 1) 23.00
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 26.67
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.84
14160 - Personal Computer Support Technician	19.47
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.67
15020 - Aircrew Training Devices Instructor (Rated)	30.93
15030 - Air Crew Training Devices Instructor (Pilot)	36.49
15050 - Computer Based Training Specialist / Instructor	26.67
15060 - Educational Technologist	28.28
15070 - Flight Instructor (Pilot)	36.49
15080 - Graphic Artist	19.07
15090 - Technical Instructor	18.41

15095 - Technical Instructor/Course Developer	22.52
15110 - Test Proctor	14.86
15120 - Tutor	14.86
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.44
16030 - Counter Attendant	8.44
16040 - Dry Cleaner	9.76
16070 - Finisher, Flatwork, Machine	8.44
16090 - Presser, Hand	8.44
16110 - Presser, Machine, Drycleaning	8.44
16130 - Presser, Machine, Shirts	8.44
16160 - Presser, Machine, Wearing Apparel, Laundry	8.44
16190 - Sewing Machine Operator	10.36
16220 - Tailor	10.96
16250 - Washer, Machine	8.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.49
19040 - Tool And Die Maker	19.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.81
21030 - Material Coordinator	17.11
21040 - Material Expediter	17.11
21050 - Material Handling Laborer	10.38
21071 - Order Filler	10.73
21080 - Production Line Worker (Food Processing)	12.81
21110 - Shipping Packer	12.34
21130 - Shipping/Receiving Clerk	12.34
21140 - Store Worker I	13.17
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	12.81
21410 - Warehouse Specialist	12.81
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.80
23021 - Aircraft Mechanic I	21.70
23022 - Aircraft Mechanic II	22.80
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	17.63
23050 - Aircraft, Painter	20.55
23060 - Aircraft Servicer	19.25
23080 - Aircraft Worker	20.09
23110 - Appliance Mechanic	17.49
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	22.28
23130 - Carpenter, Maintenance	15.40
23140 - Carpet Layer	14.60
23160 - Electrician, Maintenance	18.63

23181 - Electronics Technician Maintenance I	20.63
23182 - Electronics Technician Maintenance II	21.40
23183 - Electronics Technician Maintenance III	22.14
23260 - Fabric Worker	16.19
23290 - Fire Alarm System Mechanic	19.33
23310 - Fire Extinguisher Repairer	15.52
23311 - Fuel Distribution System Mechanic	18.10
23312 - Fuel Distribution System Operator	15.52
23370 - General Maintenance Worker	13.96
23380 - Ground Support Equipment Mechanic	21.70
23381 - Ground Support Equipment Servicer	19.25
23382 - Ground Support Equipment Worker	20.09
23391 - Gunsmith I	15.52
23392 - Gunsmith II	16.86
23393 - Gunsmith III	18.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.84
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.05
23430 - Heavy Equipment Mechanic	17.47
23440 - Heavy Equipment Operator	15.09
23460 - Instrument Mechanic	18.10
23465 - Laboratory/Shelter Mechanic	17.49
23470 - Laborer	10.38
23510 - Locksmith	16.05
23530 - Machinery Maintenance Mechanic	19.11
23550 - Machinist, Maintenance	17.57
23580 - Maintenance Trades Helper	13.84
23591 - Metrology Technician I	18.10
23592 - Metrology Technician II	18.72
23593 - Metrology Technician III	19.26
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.13
23760 - Painter, Maintenance	14.52
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	18.10
23850 - Rigger	18.10
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker, Maintenance	16.61
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	20.00
23932 - Telecommunications Mechanic II	23.08
23950 - Telephone Lineman	18.82
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.10

23970 - Woodcraft Worker	18.10
23980 - Woodworker	15.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.52
24580 - Child Care Center Clerk	9.95
24610 - Chore Aide	9.10
24620 - Family Readiness And Support Services Coordinator	13.07
24630 - Homemaker	11.08
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.70
25040 - Sewage Plant Operator	14.66
25070 - Stationary Engineer	18.70
25190 - Ventilation Equipment Tender	14.64
25210 - Water Treatment Plant Operator	14.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.35
27007 - Baggage Inspector	9.48
27008 - Corrections Officer	11.96
27010 - Court Security Officer	14.16
27030 - Detection Dog Handler	14.52
27040 - Detention Officer	12.79
27070 - Firefighter	15.82
27101 - Guard I	9.48
27102 - Guard II	13.98
27131 - Police Officer I	14.75
27132 - Police Officer II	16.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.73
28042 - Carnival Equipment Repairer	12.29
28043 - Carnival Equipment Worker	9.25
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.39
28515 - Recreation Specialist	16.21
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.99
29020 - Hatch Tender	16.37
29030 - Line Handler	16.37
29041 - Stevedore I	16.28
29042 - Stevedore II	17.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	33.96

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	25.79
30021 - Archeological Technician I	16.28
30022 - Archeological Technician II	18.25
30023 - Archeological Technician III	22.56
30030 - Cartographic Technician	24.35
30040 - Civil Engineering Technician	16.69
30061 - Drafter/CAD Operator I	16.94
30062 - Drafter/CAD Operator II	20.60
30063 - Drafter/CAD Operator III	21.32
30064 - Drafter/CAD Operator IV	26.24
30081 - Engineering Technician I	14.77
30082 - Engineering Technician II	16.58
30083 - Engineering Technician III	18.58
30084 - Engineering Technician IV	22.98
30085 - Engineering Technician V	28.80
30086 - Engineering Technician VI	34.01
30090 - Environmental Technician	23.70
30210 - Laboratory Technician	18.70
30240 - Mathematical Technician	22.84
30361 - Paralegal/Legal Assistant I	15.10
30362 - Paralegal/Legal Assistant II	18.71
30363 - Paralegal/Legal Assistant III	22.89
30364 - Paralegal/Legal Assistant IV	27.69
30390 - Photo-Optics Technician	22.84
30461 - Technical Writer I	22.28
30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.56
30621 - Weather Observer, Senior	(see 2) 22.84
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.72
31030 - Bus Driver	13.56
31043 - Driver Courier	10.74
31260 - Parking and Lot Attendant	7.47
31290 - Shuttle Bus Driver	11.24
31310 - Taxi Driver	9.99
31361 - Truckdriver, Light	11.24
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	15.21

31364 - Truckdriver, Tractor-Trailer	15.21
99000 - Miscellaneous Occupations	
99030 - Cashier	7.57
99050 - Desk Clerk	9.14
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	11.21
99252 - Laboratory Animal Caretaker II	11.53
99310 - Mortician	21.58
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.00
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	13.63
99831 - Surveying Aide	9.02
99832 - Surveying Technician	12.38
99840 - Vending Machine Attendant	12.35
99841 - Vending Machine Repairer	14.04
99842 - Vending Machine Repairer Helper	12.35

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64RA00/6100.2540/FC000000/536136.09.01.02/000/2540/64/CECX62010D/573Z</p> <p>Account code changed from 64RA00/6100.2540/64/FC000000/536136.09.01.02/000/2540/64/CECX62010D/573Z/1/2 to 64RA00/6100.2540/FC000000/536136.09.01.02/000/2540/64/CECX62010D/573Z</p> <p>Amount changed from \$145,000.00 to \$143,800.00 Percent changed from 4.08289 to 3.98554</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/739788.38.09/000/2540/64/CASX22009D/618I</p> <p>Account code changed from 64RA00/6100.2540/64/FC000000/739788.38.09/000/2540/64/CASX22009D/618I/1/2 to 64RA00/6100.2540/FC000000/739788.38.09/000/2540/64/CASX22009D/618I</p> <p>Amount changed from \$76,000.00 to \$69,883.72 Percent changed from 2.14 to 1.93689</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/821001.09.01.07/000/2540/64/CECX62010D/573Z/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$7,316.28 Percent: .20278 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/956635.09.06.05.05/000/2540/64-956635/EXCX02006D/538A/2/3 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000010

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/736466.01.08.09.02/000/2540/64/CASX22010D/361N Account code changed from 64RA00/6100.2540/64/FC000000/736466.01.08.09.02/000/2540/64/CASX22010D/361N/1/2 to 64RA00/6100.2540/FC000000/736466.01.08.09.02/000/2540/64/CASX22010D/361N Amount changed from \$10,000.00 to \$3,000.00 Percent changed from .97096 to .30032</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/956635.09.06.05.05/000/2540/64-956635/EXCX02006D/538A/1/44 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$7,000.00 Percent: .70074 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
	10B. DATED (SEE ITEM 13) 04/13/2010
CODE 5SCY8	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)  
See Schedule Net Increase: \$827,924.47

**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) Bilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See page two for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) Autumn Sellars	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR Autumn Sellars (Signature of person authorized to sign)	15C. DATE SIGNED 9/14/10
15D. UNITED STATES OF AMERICA	16B. DATE SIGNED 9-15-10
(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200358277, 4200358405, 4200358040, 4200358084, 4200358340), complete a zero adjustment (document 236) and to de-obligate (document 284). All other terms and conditions remain the same.

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**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$1,437,659.22
This Action (add)	\$ 0	\$ 750,504.50
(de-obligate)		- \$ 7,996.18
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$2,180,167.54</b>
	***	***

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	\$0	\$0

NEW TOTAL \$0 \$0

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. The contractor shall invoice for travel separately.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$758,048.58
This Action		<u>\$ 85,416.11</u>
NEW TOTAL	\$1,391,461.25	\$843,464.69

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,023,632 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until December 04, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 4

2. AMENDMENT/MODIFICATION NO. 000012 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE SSC 7. ADMINISTERED BY (If other than Item 5) CODE SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. (X) \_\_\_\_\_

9B. DATED (SEE ITEM 11) \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO. X NNS10AA47C

10B. DATED (SEE ITEM 13) 04/13/2010

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 6 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 Decrease: -\$8,000.00

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:

D. OTHER (Specify type of modification and authority)

X Bilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2 for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) Autumn Sellars - President 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 9/15/10 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 16C. DATE SIGNED 9-15-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to de-obligate (document 290). All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,180,167.57
<u>This Action (de-obligate)</u>	<u>\$ 0</u>	<u>- \$ 8,000.00</u>
NEW TOTAL	\$3,608,043.21	\$2,172,167.57

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Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. The contractor shall invoice for travel separately.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$843,464.69
This Action		
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$843,464.69</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,015,632.26 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until December 04, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 000013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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: \$95,058.21

**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) Bilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)  
See page 2 for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9-21-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR4200358942 & PR 4200359118).  
 All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,172,167.57
This Action (de-obligate)	<u>\$ 0</u>	<u>\$ 43,058.21</u>
NEW TOTAL	\$3,608,043.21	\$2,215,225.78

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Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK

	Contract Value	Incremental Funding
Previous Action (NTE)	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 003 (Travel) is hereby deleted and shall become a part of CLIN 002 (NASA Direct). This change is due to ease the funding requirement. The contractor shall invoice for travel separately.

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$843,464.69
This Action		<u>\$ 52,000.00</u>
NEW TOTAL	\$1,391,461.25	\$895,464.69

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,110,690.47 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until December 10, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF PAGES	
		1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000014	See Block 16C	4200359397	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
	SSC		SSC

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
	10B. DATED (SEE ITEM 13) 04/13/2010
CODE 5SCY8	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)  
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.
X	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:
	D. OTHER (Specify type of modification and authority)

**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.)  
This Administrative Modification is a zero dollar adjustment (Zero #320, PR# 4200359397.)  
All other terms and conditions remain the same.

LIST OF CHANGES:  
Reason for Modification : Other Administrative Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,608,043.21  
New Total Amount for this Award: \$26,064,347.25  
CHANGES FOR LINE ITEM NUMBER: 2

CHANGES FOR ACCOUNTING CODE:  
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)
	MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	9-22-10

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000014

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64PA00/6100.2540/FC000000/750271.09.01.09.02.0/3/00/2540/64/EXCX22010D/734A Account code changed from 64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/3/000/2540/64/EXCX22010D/734A/1/2 to 64PA00/6100.2540/FC000000/750271.09.01.09.02.0/3/00/2540/64/EXCX22010D/734A Amount changed from \$500,000.00 to \$495,075.36 Percent changed from 13.85793 to 13.72144  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.05.15.05.0/9.01/000/2540/64/EXPX22010D/234A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,451.54 Percent: .12338 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/604746.02.22.07.01.0/1.09/000/2540/64/EXPX22010D/234A/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$473.10 Percent: .01311 Subject To Funding: Payment Address:  Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

000015

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$77,325.82

**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)

See page 2 for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)	
		MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9-29-00

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR4200359707 & PR 4200359717).  
 All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,215,225.78
<u>This Action</u>	<u>\$ 0</u>	<u>\$ 77,325.82</u>
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$2,292,551.60</b>

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Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$895,464.69
This Action		\$ 0
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$895,464.69</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,188,016.29 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until December 16, 2010.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. 000016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200359792	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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:	\$233,255.34	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) See page 2 for detailed information. Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		MARVIN L. HORNE		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)			9-29-10	
		(Signature of Contracting Officer)		



1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,421,271.63 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until January 2, 2011.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(k) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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

**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) Bilateral - FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Mar 2009)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

See Page 2 for detailed information.

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) Autumn Sellars - President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/30/10	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9-30-10

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

1. This purpose of this modification incorporates FAR Clause 52.232-19, Availability of Funds for the Next Fiscal Year in full text:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

The above clause only applies to the following WBS which has outstanding work that calculates to \$11,970.40.

WBS:

536136.09.01.02  
736466.01.08.09.02  
736466.01.10.09  
736466.03.01.09  
736466.05.01.09  
736466.06.04.09  
821001.09.01.01  
821001.09.01.02  
821001.09.01.03  
821001.09.01.05  
821001.09.01.06  
821001.09.01.07

2. Contractor's Statement of Release: In consideration of the modification agreed to herein of the changes noted in item 1 above, the Contractor hereby releases the government from any further liability under this contract for any equitable adjustment attributable to such facts or circumstances giving rise to the contract changes set forth herein.

3. All other terms and conditions remain the same.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 4

2. AMENDMENT/MODIFICATION NO. 000018  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 4200360705  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SSC  
NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000  
7. ADMINISTERED BY (If other than Item 6) CODE SSC  
NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505  
9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. x  
NNS10AA47C  
10B. DATED (SEE ITEM 13)  
04/13/2010  
CODE 5SCY8 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)  
See Schedule Net Increase: \$71,897.00

**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:  
D. OTHER (Specify type of modification and authority)  
X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
See page two for detailed information.  
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)  
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)  
15C. DATE SIGNED  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
MARVIN L. HORNE  
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)  
16C. DATE SIGNED  
10-05-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR4200360705). This contract modification supersedes the letter "Notice to Contractors: FY 2011 CR Funding Availability for Severable Activity", date September 30, 2010. All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,525,806.94
<u>This Action</u>	<u>\$ 0</u>	<u>\$ 71,897.00</u>
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$2,597,703.94</b>
	***	***

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$895,464.69
This Action	<u>\$0</u>	<u>\$0</u>
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$895,464.69</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,493,168.63 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until January 7, 2011.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 000019  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. See Schedule  
 5. PROJECT NO. (If applicable) 1 5  
 6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 JOINT VENTURE  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  
 10B. DATED (SEE ITEM 13) 04/13/2010  
 CODE 5SCY8 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)  
 See Schedule Net Increase: \$321,168.00

**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.  
 X 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:  
 D. OTHER (Specify type of modification and authority)

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.)  
 This Administrative Modification is a zero dollar adjustment (Zero #11 & #15, PR# 4200362156 & 4200362571) and funding (PR# 4200362306, 4200362145, & 4200362241.)

**LIST OF CHANGES:**

Reason for Modification : Other Administrative Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$4,137,977.57  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: \$321,168.00  
 New Total Obligated Amount for this Award: \$3,814,336.63  
 Incremental Funded Amount changed: from  
 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)  
 Gerald Norris  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 10-21-10  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000019

PAGE OF  
2 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$2,963,234.27 to \$3,205,234.27            CHANGES FOR LINE ITEM NUMBER: 2            Total Amount changed            from \$3,608,043.21 to \$3,528,875.21            Obligated Amount for this modification:            \$242,000.00            Incremental Funded Amount changed from            \$2,362,412.55 to \$2,604,412.55</p> <p>CHANGES FOR DELIVERY LOCATION: SSC            Amount changed from \$3,608,043.21 to \$3,528,875.21</p> <p>NEW ACCOUNTING CODE ADDED:            Account code:            64PA00/6100.2540/64/FC000000/804911.02.09.9008.11/            000/2540/64/CASX12011R/CASP/1/2            Cost Center 64PA00            GI Account 6100.2540            Order FC000000            Quantity: 0            Amount: \$200,000.00            Percent: 5.54317            Subject To Funding:            Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:            Account code:            64RA10/6100.2540/64/FC000000/956635.09.06.07.05.1/            7/000/2540/64-956635/EXCX02006D/538A/1/2            Cost Center 64RA10            GI Account 6100.2540            Order FC000000            Quantity: 0            Amount: \$42,000.00            Percent: 1.16407            Subject To Funding:            Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:            Account code:            64RA00/6100.2540/64/FC000000/432938.08.01.09/000/2            540/64/CASX12011D/361N/1/2            Cost Center 64RA00            GI Account 6100.2540            Order FC000000            Quantity: 0            Amount: \$5,000.00            Percent: .13858            Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000019

PAGE OF  
3 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.01.08.09.02/00 0/2540/64/CASX12011D/361N/2/3 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$17,543.00 Percent: .48622 Subject To Funding: Payment Address:</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/821001.09.01.08/000/2540 /64/CECX62010D/573Z Account code changed from 64RA10/6100.2540/64/FC000000/821001.09.01.08/000/2 540/64/CECX62010D/573Z/3/4 to 64RA10/6100.2540/FC000000/821001.09.01.08/000/2540 /64/CECX62010D/573Z Amount changed from \$60,000.00 to \$37,457.00 Percent changed from 1.66295 to 1.03815</p> <p>CHANGES FOR LINE ITEM NUMBER: 12 Total Amount changed from \$529,934.36 to \$609,102.36 Obligated Amount for this modification: \$79,168.00</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$529,934.36 to \$609,102.36</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8995.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$14,582.00 Percent: 2.75166 Subject To Funding: Payment Address:</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000019

PAGE OF  
4 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8995.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$30,168.00 Percent: 4.95286 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8818.11/ 000/2510/64/CASX12011R/CASP/2/3 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$16,000.00 Percent: 2.62682 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8999.11/ 000/2510/64/CASX12011R/CASP/3/4 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$8,000.00 Percent: 1.31341 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8931.11/ 000/2510/64/CASX12011R/CASP/4/5 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000019

PAGE OF  
5 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: \$25,000.00 Percent: 4.1044 Subject To Funding: Payment Address:  CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8609.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8609.10/ 000/2510/64/CASX22010R/CASP/1/2 to 64BA22/6100.2510/FC000000/329527.01.09.8609.10/000 /2510/64/CASX22010R/CASP Amount changed from \$85,400.00 to \$70,818.00 Percent changed from 32.47067 to 13.36354  Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 000020	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

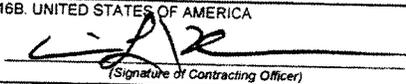
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)  
LIST OF CHANGES:

See page 2 for detailed information.

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer) 
15C. DATE SIGNED	16C. DATE SIGNED 10-25-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to correct the incremental funded amount between CLIN 002 and 004 and update the summary page to include the incremental funding from Modification 19.

1. CLIN 002 and 004 funding amount are hereby revised to reflect the information below. The funding amount was misinterpreted and has been corrected. The total contract funding amount stayed the same.
2. Modification 19 added incremental funds to the contract; however the summary page was not included identifying the breakdown of funds.
3. The clause 1852.232-77 (Limitation of Funds Fixed Price Contracts) has been updated to reflect the funds added for modification 19.
4. All other terms and conditions remain the same.



**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,597,703.94
<u>This Action</u>		
CLIN 002 reallocation to CLIN 004		-\$235,291.39
<u>Modification 19 addition</u>	\$ 0	\$ 242,000.00
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$2,604,512.55</b>

\*\*\*

Travel NTE	Contract Value	Utilized
	\$30,000	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)  
CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$895,464.69
<u>This Action</u>		
CLIN 002 reallocation to CLIN 004		\$235,291.39
Modification 19 addition	\$ 0	\$ 79,168.00
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,209,924.08</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,814,336.63 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until January 30, 2011.

(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.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. 000021	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (if other than item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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

**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: FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Mar 2009)
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See page 2 for detailed information.

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) <i>Austynn Sellers</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR <i>Austynn Sellers</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/3/10	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/08/10

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

INFORMATIONAL SUMMARY:

This purpose of this modification is to 1) correct the incremental funded amount on CLIN 002, 2) add the indirect travel activities, 3) update CLIN 002 invoice amount, and 4) update the travel NTE amount.

1. CLIN 002 funding amount are hereby revised to reflect the information below. The funding amount was calculated incorrectly (off by \$100) on modification 20 and has been corrected. The total contract funding amount stayed the same.
2. Indirect travel has been added to cover the travel identified below.
3. CLIN 002 contract value is unchanged as it includes \$30K for travel. However, the monthly invoice amount will increase from \$298,170.27 to 301,384.55 (details below) to pay for indirect travel.
4. The travel NTE value is reduced by \$19,285.70, which was determined indirect and will be invoiced monthly. The travel NTE identification section was also renamed to NASA Direct Travel NTE. This is the contract value allowed for NASA direct travel. NASA direct travel invoices shall be separate from traditional invoice. The NASA direct travel invoice shall identify the requesting organization, the travel activity, the authorization and detailed cost information.
5. All other terms and conditions remain the same.



The contractor shall attend the below activities which are considered indirect travel in order to maintain proficiency, currency, and to be recognized. The contractor shall provide sufficient personal in order to actively participate in the activities.

- ESRI - Environmental Systems Research Institute
- NCSLI - National Conference of Standards Laboratories International
- MSC - Measurement Science Conference
- MCWG - Measurement Conference Working Group
- VPPPA - Voluntary Protection Programs Participants' Association
- Space Flight Awareness attendees (3)

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**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,604,512.55
<u>This Action</u>		
CLIN 002 math correction from MOD 20		<u>-\$100.00</u>
NEW TOTAL	\$3,608,043.21	\$2,604,412.55

\*\*\* \*\*

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$30,000.00	\$0.00
<u>Indirect travel</u>	<u>\$19,285.70</u>	<u>\$0</u>
NEW TOTAL	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

The revised monthly invoice amount is hereby changed from \$298,170.27 to \$301,384.55 starting November 1, 2010. This change includes the indirect travel divide by 6 months (time remaining in base year).

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,209,924.08
<u>This Action</u>	<u>\$ 0</u>	<u>\$0</u>
NEW TOTAL	\$1,391,461.25	\$1,209,924.08

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,814,336.63 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until January 30, 2011.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to

these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

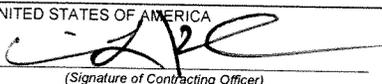
(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE	SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 5SCY8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:	\$43,600.00	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) See page two for detailed information. Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-19-10	
(Signature of person authorized to sign)				

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

11-19-10

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund and to complete a zero in accordance with document 27. All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,604,412.55
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$2,604,412.55</b>

\*\*\*

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NASA Direct Travel NTE	Contract Value	Utilized
	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,209,924.08
<u>This Action</u>	<u>\$0</u>	<u>\$ 43,600.00</u>
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,253,524.08</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,857,936.63 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until February 03, 2011.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 4

2. AMENDMENT/MODIFICATION NO. 000023  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. See Schedule  
 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 JOINT VENTURE  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  
 10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8 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)  
 See Schedule Net Increase: \$97,161.26

**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: \_\_\_\_\_
  - D. OTHER (Specify type of modification and authority)  
 X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)  
 LIST OF CHANGES

See page 2 for detailed information.  
 Delivery Location Code: SSC  
 NASA/Stennis Space Center  
 Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) MARVIN L. HORNE  
 15B. CONTRACTOR/OFFEROR \_\_\_\_\_  
 15C. DATE SIGNED \_\_\_\_\_  
 16B. UNITED STATES OF AMERICA  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED 12/16/10  
 (Signature of person authorized to sign)

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund. All other terms and conditions remain the same.

-----  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,604,412.55
This Action	\$0	\$37,304.00
NEW TOTAL	\$3,608,043.21	\$2,641,716.55

\*\*\*

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NASA Direct Travel NTE	Contract Value	Utilized
	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,253,524.08
This Action	\$0	\$59,857.26
NEW TOTAL	\$1,391,461.25	\$1,313,381.34

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 004, the sum of \$3,955,097.89 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until February 10, 2011.

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. 000024		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	1 4	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C		10B. DATED (SEE ITEM 13) 04/13/2010	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:		\$731,363.98	
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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:				
	D. OTHER (Specify type of modification and authority)				
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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.) See page 2 for detailed information. Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			MARVIN L. HORNE		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	1-19-11	

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200365155, 4200369977, 4200368312, 4200371621, 4200372444) and complete a zero adjustment (document 51). All other terms and conditions remain the same.



**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$2,641,716.55
This Action	<u>\$0</u>	<u>675,363.98</u>
NEW TOTAL	\$3,608,043.21	\$3,317,080.53

\*\*\*

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NASA Direct Travel NTE	Contract Value	Utilized
	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,313,381.34
This Action	<u>\$0</u>	<u>\$56,000.00</u>
NEW TOTAL	\$1,391,461.25	\$1,369,381.34

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 002, the sum of \$3,317,080.53 and CLIN 004 the sum of \$1,369,381.34 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until March 27, 2011 (CLIN 002) and April 20, 2011 (CLIN 004).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 000025		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	1. CONTRACT ID CODE	PAGE OF PAGES 1 4
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.
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10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
10B. DATED (SEE ITEM 13) 04/13/2010	
CODE 5SCY8	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) See Schedule	Net Increase:	\$22,079.91
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

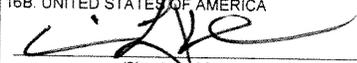
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
See page 2 for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1-20-2011

INFORMATIONAL SUMMARY:

This purpose of this modification is to incremental fund (PR# 4200372700). All other terms and conditions remain the same.



**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$3,317,080.53
This Action	<u>\$0</u>	<u>\$0.00</u>
NEW TOTAL	\$3,608,043.21	\$3,317,080.53

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NASA Direct Travel NTE	Contract Value	Utilized
	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,369,381.34
This Action	<u>\$0</u>	<u>\$22,079.91</u>
NEW TOTAL	\$1,391,461.25	\$1,391,461.25

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 002, the sum of \$3,317,080.53 and CLIN 004 the sum of \$1,391,461.25 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until March 27, 2011 (CLIN 002) and April 30, 2011 (CLIN 004).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

000026

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

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.
X	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:
	D. OTHER (Specify type of modification and authority)

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.)

This Administrative Modification is a zero dollar adjustment (Zero #54 - PR#4200376050 & Zero #66 - PR#4200376081.) All other terms and conditions remain the same.

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$4,317,682.74

New Total Amount for this Award: \$26,064,347.25

CHANGES FOR LINE ITEM NUMBER: 2

CHANGES FOR ACCOUNTING CODE:

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)	
		MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	2/15/2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000026

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64RA00/6100.2540/FC000000/536136.09.01.02/000/2540/64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/536136.09.01.02/000/2540/64/CECX62011D/573Z/14/16 to 64RA00/6100.2540/FC000000/536136.09.01.02/000/2540/64/CECX62011D/573Z Amount changed from \$100,000.00 to \$90,000.00 Percent changed from 2.77159 to 2.49443</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/736466.06.03.09/000/2540/64/CASX12011D/361N/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$10,000.00 Percent: .27716 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 12</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8639.10/000/2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8639.10/000/2510/64/CASX22010R/CASP/1/2 to 64BA22/6100.2510/FC000000/329527.01.09.8639.10/000/2510/64/CASX22010R/CASP Amount changed from \$100,000.00 to \$79,782.64 Percent changed from 66.96988 to 11.2427</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8784.10/000/2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8784.10/000/2510/64/CASX22010R/CASP/6/7 to 64BA22/6100.2510/FC000000/329527.01.09.8784.10/000/2510/64/CASX22010R/CASP Amount changed from \$23,000.00 to \$5,647.72 Percent changed from 15.40307 to .79586</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8652.10/000 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000026

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	/2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8652.10/ 000/2510/64/CASX22010R/CASP/2/3 to 64BA22/6100.2510/FC000000/329527.01.09.8652.10/000 /2510/64/CASX22010R/CASP Amount changed from \$16,053.36 to \$9,694.33 Percent changed from 4.4401 to 1.36609  CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8639.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8639.10/ 000/2510/64/CASX22010R/CASP/2/3 to 64BA22/6100.2510/FC000000/329527.01.09.8639.10/000 /2510/64/CASX22010R/CASP Amount changed from \$53,638.02 to \$6,430.94 Percent changed from 11.22288 to .90623  CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8828.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8828.10/ 000/2510/64/CASX22010R/CASP/1/2 to 64BA22/6100.2510/FC000000/329527.01.09.8828.10/000 /2510/64/CASX22010R/CASP Amount changed from \$52,000.00 to \$26,023.96 Percent changed from 10.88016 to 3.66721  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.9027.11/ 000/2510/64/CASX12011R/CASP/2/3 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$2,179.29 Percent: .3071 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8995.11/ 000/2510/64/CASX12011R/CASP/3/4 Cost Center 64BA00 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000026

PAGE 4 OF 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$14,475.74 Percent: 2.03987 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8931.11/ 000/2510/64/CASX12011R/CASP/4/5 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$43,000.00 Percent: 6.05941 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8999.11/ 000/2510/64/CASX12011R/CASP/5/6 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$4,216.63 Percent: .59419 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.9006.11/ 000/2510/64/CASX12011R/CASP/6/7 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$7,000.00 Percent: .98642 Subject To Funding: Payment Address:  Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000026

PAGE OF  
5 5

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8918.11/ 000/2510/64/CASX12011R/CASP/7/8 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$9,000.00 Percent: 1.26825 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8790.11/ 000/2510/64/CASX12011R/CASP/8/9 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$25,240.13 Percent: 3.55675 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8818.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$12,000.00 Percent: 1.691 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000027

See Block 16C

See Schedule

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

JOINT VENTURE  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$46,510.00

**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:  |
|           | D. OTHER (Specify type of modification and authority)   |
| X         | Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)  |

**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.)

See page two for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

2/17/2011

INFORMATIONAL SUMMARY:

This purpose of this modification is to reallocate funds from CLIN 04 to CLIN 02 and vice versa. This is due to improperly added CLIN 02 funds to CLIN 04. This reallocation is for fund tracking purposes only. The calculations below have been updated to reflect this change. The contract value is not affected. This modification also incremental fund (PR 4200375733, 4200375968, 4200376001). All other terms and conditions remain the same.

.....

**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	<u>\$0</u>	<u>\$0</u>
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$3,317,080.53
This Action: <i>(reallocate funds from CLIN 02 to CLIN 04)</i>		- \$258,981.04
<i>(reallocate funds from CLIN 04 to CLIN 02)</i>		+ \$291,291.40
<i>(add incremental funds)</i>		<u>+ \$14,200.00</u>
NEW TOTAL	\$3,608,043.21	\$3,363,590.89

\*\*\*

\*\*\*

NASA Direct Travel NTE	Contract Value	Utilized
	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,461.25
This Action: <i>(reallocate funds from CLIN 04 to CLIN 02)</i>		- \$291,291.40
<i>(reallocate funds from CLIN 02 to CLIN 04)</i>		+ \$258,981.04
<i>(add incremental funds)</i>		+ \$32,310.00
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,391,460.89</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 002, the sum of \$3,363,590.89 and CLIN 004 the sum of \$1,391,460.89 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until April 1, 2011 (CLIN 002) and April 30, 2011 (CLIN 004).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. 000028 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2

6. ISSUED BY CODE SSC 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) JOINT VENTURE 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C 10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8 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) 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: FAR 52.212-4 (C) Contract Terms and Conditions - Commercial Items (Mar 2009)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. Is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the FAR Clause 52.242-15 Stop Work Order.

1. FAR Clause 52.242-15 -- Stop-Work Order (Aug.1989) read as follows:

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. 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) Autumn Sellars - President 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE

15B. CONTRACTOR OFFICER'S (Signature of person authorized to sign) 15C. DATE SIGNED 2/28/11 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 16C. DATE SIGNED 2/28/2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000028

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
JOINT VENTURE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --</p> <p>(1) Cancel the stop-work order; or</p> <p>(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.</p> <p>(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --</p> <p>(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and</p> <p>(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.</p> <p>(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.</p> <p>(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order. (End of Clause)</p> <p>2. All other terms and conditions remain the same.</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

000029

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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 Decrease:

-\$61,109.44

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: Bilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
See page two for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)

Autumn Sellers

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

*Autumn Sellers*  
(Signature of person authorized to sign)

15C. DATE SIGNED

3/14/11

16B. UNITED STATES OF AMERICA

*MLH*  
(Signature of Contracting Officer)

16C. DATE SIGNED

3-15-2011

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

INFORMATIONAL SUMMARY:

This purpose of this modification is to complete a zero dollar adjustment (#73) and a de-obligation (#74). All other terms and conditions remain the same.

.....  
**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$3,363,590.89
This Action: <i>(de-obligate funds)</i>		- \$61,109.44
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$3,302,481.45</b>

\*\*\*

NASA Direct Travel NTE	Contract Value	Utilized
	\$10,714.30	\$0.00

This is a not to exceed amount (included in CLIN 002 total) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,391,460.89</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 002, the sum of \$3,302,481.45 and CLIN 004 the sum of \$1,391,460.89 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until March 25, 2011 (CLIN 002) and April 30, 2011 (CLIN 004).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO. 000030  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 4200379913  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SSC  
7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)  
04/13/2010

CODE 5SCY8 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)  
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.
X	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:
	D. OTHER (Specify type of modification and authority)

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.)**

This Administrative Modification is a zero dollar adjustment (Zero #84, PR# 4200379913.)  
All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Other Administrative Action

Total Amount for this Modification: \$0.00

New Total Amount for this Version: \$3,585,733.21

New Total Amount for this Award: \$26,064,347.25

CHANGES FOR LINE ITEM NUMBER: 2

**CHANGES FOR ACCOUNTING CODE:**

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)



(Signature of Contracting Officer)

3-15-2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000030

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64RA00/6100.2540/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z</p> <p>Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z/10/15 to 64RA00/6100.2540/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z</p> <p>Amount changed from \$16,045.00 to \$1,872.00 Percent changed from .4447 to .05221</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/821001.09.01.05/000/2540/64/CECX62010D/573Z/2/3 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,000.00 Percent: .11155 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/821001.09.01.03/000/2540/64/CECX62010D/573Z/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$10,173.00 Percent: .28371 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. 000031	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6 ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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: \$62,909.44

**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(d).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See box 14
	D. OTHER (Specify type of modification and authority)

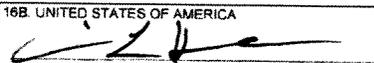
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Supplemental Agreement is entered into pursuant to authority of: FAR 52.212-4 Contract Terms and Conditions - Commercial Items and NFS 1852.232-77 Limitation of Funds Fixed Price Contract

See page 2 for detailed information.  
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FCB: Destination

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) Autumn Sellars - President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/23/11	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3-23-2011

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

INFORMATIONAL SUMMARY:

This purpose of this modification is to: 1) correct NASA's Indirect Travel, 2) update the monthly invoice amount, and 3) add incremental funds (PR 4200381258). All other terms and conditions remain the same.

- .....
1. Modification 021 added indirect travel to the monthly invoiced amount and identified the indirect travel. The indirect travel "ESRI - Environmental Systems Research Institute" is a direct travel assignment. This travel is billed as a direct travel; therefore, it will be removed from the indirect travel amount of \$19,285.70.

The indirect travel allotted for ESRI was \$5,052.04; this amount is reduced from the total indirect travel amount of \$19,285.70 equaling \$14,233.66 as the revised total. The \$5,052.04 is then added back to direct travel as identified below (see NASA Direct Travel NTE below).

2. The above reallocation of the travel for ESRI results in a decrease to the monthly invoice amount of \$301,384.55 to \$298,858.54 for the remaining two months of service for the base year. Detailed calculations can be located on page 5.
3. Increase incremental funds.

**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%)	\$3,608,043.21	\$3,302,481.45
This Action:		+ \$62,909.44
NEW TOTAL	\$3,608,043.21	\$3,365,390.89

\*\*\*

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NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$10,714.30	\$0.00
<i>Add reduction from Indirect Travel + \$5,052.04</i>		<i>\$0.00</i>
<b>NEW TOTAL</b>	<b>\$15,766.34</b>	<b>\$0.00</b>

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
<u>This Action:</u>		<u>\$0</u>
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,391,460.89</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 002, the sum of \$3,365,390.89 and CLIN 004 the sum of \$1,391,460.89 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until April 1, 2011 (CLIN 002) and April 30, 2011 (CLIN 004).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**Calculations To Determine Revised Invoice Amount Due To Revised Indirect Travel**

NASA Direct Work Paid To-Date		\$2,981,702.70
NASA Indirect Travel Paid To-Date	+	\$12,857.12
A2R Total Paid To-Date		<u>\$2,994,559.82</u>
Current NASA Indirect Travel Amount (mod 21)		\$19,285.70
NASA Indirect Travel Amount To-Reduce (this action)	-	\$5,052.04
Revised NASA Indirect Travel Amount		<u>\$14,233.66</u>
Revised NASA Indirect Travel Amount		\$14,233.66
NASA Indirect Travel Paid To-Date	-	12,857.12
NASA Indirect Travel Not Paid		<u>\$1,376.54</u>
NASA Indirect Travel Not Paid		\$1,376.54
A2R Invoices Remaining	/	2
NASA Indirect Travel Amount due to A2R Per Invoice		<u>\$688.27</u>
NASA Direct Work Monthly Invoice Amount		\$298,170.27
NASA Indirect Travel Amount	+	\$688.27
Monthly Invoice Amount for 2 Remaining Months		<u>\$298,858.54</u>

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 | 4

2. AMENDMENT/MODIFICATION NO. 000032  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. See Schedule  
 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 A2R  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_

10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  
 10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8 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)  
 See Schedule Net Increase: \$94,749.00

**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:  
 D. OTHER (Specify type of modification and authority)  
 X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)  
 LIST OF CHANGES:

See Page 2 for detailed information.  
 Delivery Location Code: SSC  
 NASA/Stennis Space Center  
 Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)  
 MARVIN L. HORNE  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 3-24-2011  
 (Signature of person authorized to sign) (Signature of Contracting Officer)



CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
<u>This Action:</u>		<u>\$0</u>
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,391,460.89</b>

\*\*\*\*\*

1. CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items through CLIN 002, the sum of \$3,460,139.89 and CLIN 004 the sum of \$1,391,460.89 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until April 10, 2011 (CLIN 002) and April 30, 2011 (CLIN 004).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 3

2. AMENDMENT/MODIFICATION NO. 000033  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (if applicable) \_\_\_\_\_

6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (if other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 A2R  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  
 10B. DATED (SEE ITEM 13) 04/13/2010

CODE SSCY8 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)  
 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: FAR 52.212-4 Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 See page 2 for detailed information.

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) Autumn Sellers - President  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)  
 15C. DATE SIGNED 3/30/11  
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)  
 16C. DATE SIGNED 3-31-2011

INFORMATIONAL SUMMARY:

The purpose of this modification is to revise the following sections due to lesson(s) learned from the initial year of the contract:

- 1) Revise the NASA Work Description
- 2) Revise CLIN 002, 005, & 008 SSC NASA Direct Work
- 3) Revise the Demand Work Description
- 4) Revise 52.212-4 Addendum, Section (A) Travel and Section (B) Variation in Estimated Quantity
- 5) Revise the following Data Requirements: MA04, MF03, & MF04
- 6) Revise attachment 04 Performance Requirement Summary
- 7) Revise Performance Work Statement page 20 Appendix B Historical Materials
- 8) Delete the following Data Requirements: EA01, EA02, & MF07

All other terms and conditions remain the same.

- 
1. The NASA Work Description identified on page 6 of the contract is hereby revised to read,  
“This work covers the laboratory requirement for NASA organizations initiated at Stennis Space Center. Work requirements are identified to the contractor through Stennis Work Request System (SWR.) The contractor will not be required to provide an estimate for any labor, overhead, ODCs (excluding travel), G&A, profit since all SWRs issued under the NASA Direct Work CLIN are covered by the fixed monthly amount. Any required travel will be estimated on the SWR to the benefiter/requester/approver and will require approval in advance of any travel.” AND  
“The contractor is responsible for all consumables (tangible, single-use materials that you purchase for one-time use on an as needed basis (inclusive list identified as data requirement MF06)) materials to perform all services in accordance with the PWS. For informational purposes, a historical consumable (materials) list has been provided for reference (PWS attachment 1, Appendix B & C); this list may or may not be all inclusive.” AND  
“The contractor is not required to provide replacement parts/ repair parts for the Government furnished property identified in attachment 3 i.e. computer equipment, key boards, computer batteries etc, nor for Government, Contractor, or Program instruments or material provided for cleaning or calibration.” (see attached revised contract)
  2. CLIN 002, 005, &008 SSC NASA Direct Work identified on page 7 of the contract is hereby revised to read, “Stennis Work Requests (SWR) for direct travel will be estimated and approved in advance. This approval shall be documented by the SWR process. Cost reporting of travel required by Stennis Financial Management shall be accomplished in accordance with DRD MF01. NASA indirect travel is identified below and shall be included in the contract value.” AND  
“Direct” (see attached revised contract)

3. The Demand Work Description identified on page 7 of the contract is hereby revised to read, "To prevent the augmentation of demand customers, the contractor shall be required to establish and maintain an appropriate adder (add-on charge) to be applied to each SWR written against the demand work (CLIN 004, 007 & 010). These adders are established by the NASA direct work and shall be applied to the demand customers also. The NASA direct work (CLIN 002, 005 & 008) will represent 72% of the total cost while the demand work represents approximately 28% of the total cost. The Demand CLIN consists of approximately 25 customers; upon award of the contract a detailed list will be provided. The contractor is incentivized to create new opportunities for demand work." (see attached revised contract)
4. Clause 52.212-4 Addendum, Section (A) Travel on page 9 is hereby revised to read, "All NASA and Demand direct travel shall be approved by the SWR process prior to planned travel. Direct travel expenses for NASA and Demand work will be negotiated with the contractor on a reimbursable basis. The Contractor shall submit travel receipts and amount claimed within 15 days of returning. The contractor will not receive overhead or profit on travel cost. Travel will be reimbursed at cost based on the established federal travel regulations. The federal travel regulations rates for per diem, mileage reimbursement, lodging, and flights will establish the reasonable rates. The Contractor is responsible for advance notification to the Contracting Officer if these rates cannot be obtained. The GSA website is below for detailed rate information." AND Section (B) Variation in Estimated Quantity on page 9 is hereby revised to read, "total quantities for the total contract and the actual quantities per total contract" (see attached revised contract)
5. Data Requirements MA04, MF03, & MF04 is hereby revised accordingly: MA04 is to be submitted monthly; MF03 only pertains to demand SWRs and; MF04 only pertains to demand SWRs. (see attached revised data requirements)
6. Attachment 04 Performance Requirement Summary, category "Performance Measures" sub category, "Occurrence Mishaps" the following was deleted, "Occurrence of a mishap will result in a loss of all safety possible points. This is deleted because this contract does not identify points for each requirement category. (see attached revised Performance Requirement Summary)
7. Performance Work Statement (PWS), Page 20, Appendix B is hereby revised to add the following statement, "This list establishes intent; DATA Requirement MA05 will be a definitive list."
8. Data Requirements EA01, EA02, & MF07 is hereby delete in their entirety. (see revised Attachment 2 Data Requirement Document Overview)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 000034	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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: \$153,010.00  
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) See box 14

**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.)  
Unilateral - Clause 52.217-9 Option to Extend the Term of the Contract & NFS 1852.232-77  
Limitation of Funds Fixed Price Contract

See Page 2 for detailed information.

Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) Beth L. Bradley
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4-13-11

INFORMATIONAL SUMMARY:

The purpose of this modification is to: 1) exercise the first option period and add incremental funds, 2) Revise the monthly invoice amount and, 3) Incorporate wage determination. All other terms and conditions remain the same.

- 1) Option period 1 (May 1, 2011 thru April 30, 2012) is hereby exercised in accordance with FAR Clause 52.217-9 Option to Extend the Term of the Contract. Total Contract value increase is \$5,099,746.18 (includes travel). This modification also adds incremental funds (PR 4200381325 & 4200384992) to the first option period.
- 2) The Option Period 1 Monthly Invoice amount is \$305,370.91 (calculation below).
- 3) Incorporate wage determination 2005-2302, Revision 10 dated 6/15/2010.



1. Exercise of Option CLINs Contract Values:

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes 30K for travel)	\$3,680,217.26	\$0
<u>This Action</u>	<u>\$0</u>	<u>\$10.00</u>
 NEW TOTAL	 \$3,680,217.26	 \$10.00
 Travel NTE	 Contract Value	 Utilized
	\$30,000	\$0.00
<u>This Action</u>	<u>-\$14,233.66</u>	<u>(Reduce Indirect &amp; add it to monthly invoice amount)</u>
 NEW TOTAL	 \$15,766.34	

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$0
<u>This Action</u>	<u>\$0</u>	<u>\$153,000.00</u>
 NEW TOTAL	 \$1,419,528.92	 \$153,000.00

2. Revised Monthly Invoice Amount:

Contractor Proposed Amount (Option 1)	\$5,069,746.20
NASA Share 72%	\$3,650,217.26
NASA CLIN 05 includes NTE \$30K for Travel (pushes contract value up to \$5,099,746.20)	\$30,000.00
NASA CLIN 05 total value (72% +Travel)	\$3,680,217.26

CLIN 05 Option Year 1 NASA FFP Amount	\$3,680,217.26
Minus the Travel NTE	\$30,000.00
72% of Proposed Price (NASA Share)	\$3,650,217.26
Plus Indirect Travel Amount	\$14,233.66
NEW Total to include Indirect Travel	\$3,664,450.92
Divided by Months in Year (12)	\$305,370.91

Option 1 Monthly Invoice Amount	\$305,370.91
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Remaining Travel NTE of \$15,766.34 is for direct NASA travel and will be billed as such.

3. Pursuant to FAR Clause 52.222-41 Service Contract Act, the Department of Labor Wage Determination (2005-2302) revision 10 (6/15/10) is incorporated into this option period (May 1, 2011 thru April 30, 2012)

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$3,460,149.89 and CLIN 004 & 007 the sum of 1,544,460.89 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until April 10, 2011 (CLIN 002 & 005) and June 7, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   6
2. AMENDMENT/MODIFICATION NO. 000035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200385349	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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: \$212,290.51  
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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)

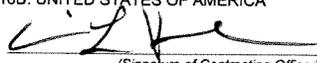
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

013 Demand Work; (Material Code H) Option Year 1 -  
This work covers the laboratory requirement for  
other Government Agencies, and/or Contractors  
Continued ...

212,290.51

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 4-19-2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000035

PAGE 2 OF 6

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Located at Stennis Space Center. When these requirements arise the contractor will be required to provide a proposal to the Government for each request made under this Not to Exceed Line item using the loaded rates provided in Attachment 6 of this solicitation. The demand work has historically been estimated at 28% of contract value. Offeror shall calculate 28% of yearly contract value for dollar amount. This CLIN is an estimated level of effort and is not guaranteed. See page 4 for more information. POP May 1, 2011 - April 30, 2012. Obligated Amount: \$212,290.51</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8790.11/000/2510/64/CASX12011R/CASP/1/2 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8790.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$12,931.95</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8890.11/000/2510/64/CASX12011R/CASP/2/3 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8890.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$45,500.00</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8813.11/000/2510/64/CASX12011R/CASP/3/4 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8813.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$501.30</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8999.11/000/2510/64/CASX12011R/CASP/4/5 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8999.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$18,750.00</p> <p>Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8995.11/000/2510/64/CASX12011R/CASP/5/6 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000035

PAGE OF  
3 6

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Element1: 329527.01.09.8995.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$57,607.26 Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8964.11/ 000/2510/64/CASX12011R/CASP/6/7 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8964.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$21,000.00 Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8931.11/ 000/2510/64/CASX12011R/CASP/7/8 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8931.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$25,000.00 Accounting Info: 64BA22/6100.2510/64/FC000000/329527.01.09.8918.11/ 000/2510/64/CASX12011R/CASP/8/9 Cost Center: 64BA22 GI Account: 6100.2510 Order: FC000000 WBS Element1: 329527.01.09.8918.11 Item Number: 000 Commitment Item: 2510 Funds Center: 64 Fund: CASX12011R Functional Area: CASP Funded: \$31,000.00				

INFORMATIONAL SUMMARY:

The purpose of this modification is to add incremental funds (PR 4200385349). All other terms and conditions remain the same.

.....  
**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes 30K for travel)	\$3,680,217.26	\$10.00
<u>This Action</u>	<u>\$0</u>	<u>\$0.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$10.00</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$153,000.00
<u>This Action</u>	<u>\$0</u>	<u>\$212,290.51</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$365,290.51</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$3,460,149.89 and CLIN 004 & 007 the sum of 1,756,751.40 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until April 10, 2011 (CLIN 002 & 005) and July 31, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable

adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000036

See Block 16C

See Schedule

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$177,644.36

**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:

D. OTHER (Specify type of modification and authority)

X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)

See page two for detailed information.  
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

4-19-2011

INFORMATIONAL SUMMARY:

This purpose of this modification is to add incremental funds (PR 4200385545, 4200385546,) and de-obligate in accordance with document 111 and 101. All other terms and conditions remain the same.

1. Increase incremental funds.

**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes 30K for travel)	\$3,608,043.21	\$3,460,139.89
This Action:		+ \$ 79,144.36
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$3,539,284.25</b>
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$0.00

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		0.00
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,391,460.89</b>

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes 30K for travel)	\$3,680,217.26	\$10.00
<u>This Action</u>	<u>\$0</u>	<u>\$0.00</u>
NEW TOTAL	\$3,680,217.26	\$10.00
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$365,290.51
<u>This Action</u>	<u>\$0</u>	<u>+\$ 98,500.00</u>
NEW TOTAL	\$1,419,528.92	\$463,790.51

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$3,539,294.25 and CLIN 004 & 007 the sum of 1,855,251.40 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until April 20, 2011 (CLIN 002 & 005) and July 31, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 5

2. AMENDMENT/MODIFICATION NO. 000037  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. See Schedule  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SSC  
7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. X  
NNS10AA47C  
10B. DATED (SEE ITEM 13)  
04/13/2010

CODE 5SCY8 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)  
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.
X	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:
	D. OTHER (Specify type of modification and authority)

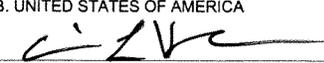
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This funding only action is a zero dollar adjustment (Zero #94, PR# 4200385184 and Zero #114, PR# 4200385746.) All other terms and conditions remain the same.

LIST OF CHANGES:  
Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$4,317,682.74  
New Total Amount for this Award: \$26,064,347.25  
CHANGES FOR LINE ITEM NUMBER: 2

CHANGES FOR ACCOUNTING CODE:  
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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 4-19-2011

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64RA10/6100.2540/FC000000/269915.09.01.06/000/2540/64/CECX62010D/769Z  Amount changed from \$9,021.62 to \$557.07  Percent changed from .2516 to .01544</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA10/6100.2540/64/FC000000/956635.09.06.07.05.2/9/000/2540/64-956635/EXCX02006D/538A/1/2  Cost Center 64RA10  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$1,500.00  Percent: .04157  Subject To Funding:  Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA10/6100.2540/64/FC000000/956635.09.06.07.05.0/9/000/2540/64-956635/EXCX02006D/538A/2/3  Cost Center 64RA10  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$700.00  Percent: .0194  Subject To Funding:  Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA10/6100.2540/64/FC000000/196325.03.01/000/2540/64-196325/ESAX02006D/389A/3/4  Cost Center 64RA10  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$3,645.65  Percent: .10104  Subject To Funding:  Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA10/6100.2540/64/FC000000/269915.09.01.03/000/2  Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000037

PAGE OF  
3 5

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	540/64/CECX62010D/769Z/4/5 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,618.90 Percent: .07259 Subject To Funding: Payment Address:  CHANGES FOR LINE ITEM NUMBER: 12  CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8727.10/000/2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8727.10/000/2510/64/CASX22010R/CASP/3/4 to 64BA22/6100.2510/FC000000/329527.01.09.8727.10/000/2510/64/CASX22010R/CASP Amount changed from \$1,350.00 to \$.01 Percent changed from .28247 to 0  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2540/64/FC000000/329527.01.09.8790.11/000/2540/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,501.07 Percent: .21153 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2510/64/FC000000/956635.09.06.07.05.2/9/000/2510/64-956635/EXCX02006D/538A/2/3 Cost Center 64RA10 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address: Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000037

PAGE OF  
4 5

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2510/64/FC000000/956635.09.06.07.05.0/ 9/000/2510/64-956635/EXCX02006D/538A/3/4 Cost Center 64RA10 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2510/64/FC000000/196325.03.01/000/2510 /64-196325/ESAX02006D/389A/4/5 Cost Center 64RA10 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2510/64/FC000000/269915.09.01.03/000/2 510/64/CECX62010D/769Z/5/6 Cost Center 64RA10 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8727.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8727.10/ 000/2510/64/CASX22010R/CASP/4/5 to Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000037

PAGE OF  
5 5

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64BA22/6100.2510/FC000000/329527.01.09.8727.10/000 /2510/64/CASX22010R/CASP Amount changed from \$12,820.85 to \$12,669.77 Percent changed from 8.58611 to 1.78538  Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 000038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
		10B. DATED (SEE ITEM 13) 04/13/2010
CODE 5SCY8	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) See Schedule	Net Increase:	\$113,669.42
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**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

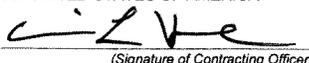
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page two for detailed information.  
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 4-21-2011

INFORMATIONAL SUMMARY:

This purpose of this modification is to add incremental funds (PR 4200385708, 4200385744, & 4200385053). All other terms and conditions remain the same.

- .....
1. Increase incremental funds.

**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	<b>\$0</b>	<b>\$0</b>

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,539,284.25
This Action:		+ \$ 67,332.00
<b>NEW TOTAL</b>	<b>\$3,608,043.21</b>	<b>\$3,606,616.25</b>

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	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$0.00

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		0.00
<b>NEW TOTAL</b>	<b>\$1,391,461.25</b>	<b>\$1,391,460.89</b>

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$10.00
<u>This Action</u>	<u>\$0</u>	<u>+ \$24,027.42</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$24,037.42</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$463,790.51
<u>This Action</u>	<u>\$0</u>	<u>+\$ 22,310.00</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$486,100.51</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$3,630,653.67 and CLIN 004 & 007 the sum of 1,877,561.40 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until May 2, 2011 (CLIN 002 & 005) and August 31, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. 000039	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.  <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/13/2010
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CODE 5SCY8	FACILITY CODE
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**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:	\$211,300.00
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**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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
See Page 2 for detailed information.  
Delivery Location Code: SSC  
NASA/Stennis Space Center  
Stennis Space Center MS 39529-6000 USA

FOB: Destination

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) James Jacobs
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED 5/5/11

INFORMATIONAL SUMMARY:

This purpose of this modification is to add incremental funds (PR 4200388002, 4200387377). All other terms and conditions remain the same.



- 1. Increase incremental funds.

**BASE YEAR (May 1, 2010 – April 30, 2011)**

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
<b>NEW TOTAL</b>	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,606,616.25
This Action:		\$0.00
<b>NEW TOTAL</b>	\$3,608,043.21	\$3,606,616.25
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		0.00
<b>NEW TOTAL</b>	\$1,391,461.25	\$1,391,460.89



**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$24,037.42
<u>This Action</u>	<u>\$0</u>	<u>+ \$211,300.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$235,337.42</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$486,100.51
<u>This Action</u>	<u>\$0</u>	<u>\$0.00</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$486,100.51</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$3,841,953.67 and CLIN 004 & 007 the sum of 1,877,561.40 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until May 23, 2011 (CLIN 002 & 005) and August 31, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000040	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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

**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.
X	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:
	D. OTHER (Specify type of modification and authority)

**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.)**

This Administrative Modification is a zero dollar adjustment (Zero #132, PR#4200389696.)  
All other terms and conditions remain the same.

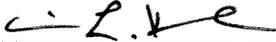
**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$944,240.04  
 New Total Amount for this Award: \$26,064,347.25  
 CHANGES FOR LINE ITEM NUMBER: 12

**CHANGES FOR ACCOUNTING CODE:**

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) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5-19-2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000040

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64BA22/6100.2510/FC000000/329527.01.09.8727.11/000/2510/64/CASX12011R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8727.11/000/2510/64/CASX12011R/CASP/1/2 to 64BA22/6100.2510/FC000000/329527.01.09.8727.11/000/2510/64/CASX12011R/CASP Amount changed from \$2,000.00 to \$849.53 Percent changed from .29088 to .11971</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8727.11/000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$1,150.47 Percent: .16212 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 13</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8964.11/000/2510/64/CASX12011R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8964.11/000/2510/64/CASX12011R/CASP/6/7 to 64BA22/6100.2510/FC000000/329527.01.09.8964.11/000/2510/64/CASX12011R/CASP Amount changed from \$21,000.00 to \$16,500.00 Percent changed from 9.8921 to 7.03323</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.9006.11/000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$4,500.00 Percent: 1.91815 Subject To Funding: Payment Address:</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000040

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

000041

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$515,246.60

**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)

LIST OF CHANGES:

See page two for detailed information.

Delivery Location Code: SSC

NASA/Stennis Space Center

Stennis Space Center MS 39529-6000 USA

FOB: Destination

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

5/19/2011

INFORMATIONAL SUMMARY:

This purpose of this modification is to add incremental funds (PR 4200389377, 4200389373, 4200390344, 4200388697, 4200388342, 4200389369). All other terms and conditions remain the same.



1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,606,616.25
This Action:		<u>\$0.00</u>
NEW TOTAL	\$3,608,043.21	\$3,606,616.25
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		<u>0.00</u>
NEW TOTAL	\$1,391,461.25	\$1,391,460.89



**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$235,337.42
<u>This Action</u>	<u>\$0</u>	<u>+ \$288,897.07</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$524,234.49</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$486,100.51
<u>This Action</u>	<u>\$0</u>	<u>+\$226,349.53</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$712,450.04</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$4,130,850.74 and CLIN 004 & 007 the sum of \$2,103,910.93 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until June 21, 2011 (CLIN 002 & 005) and October 27, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 12

2. AMENDMENT/MODIFICATION NO.

000042

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$719,636.23

**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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)

See page for detailed information.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$9,417,428.92  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$719,636.23  
New Total Obligated Amount for this Award: \$6,954,397.90  
Incremental Funded Amount changed: from  
\$5,131,172.10 to \$5,841,172.79  
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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

6-16-2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000042

PAGE OF  
2 12

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: -\$1,245.63 Incremental Funded Amount changed from \$3,606,615.89 to \$3,605,370.26</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/145812.09.01.05/000/2540 /64/CASX32009D/255X Account code changed from 64RA10/6100.2540/64/FC000000/145812.09.01.05/000/2 540/64/CASX32009D/255X/2/3 to 64RA10/6100.2540/FC000000/145812.09.01.05/000/2540 /64/CASX32009D/255X Amount changed from \$1,800.00 to \$554.37 Percent changed from .0502 to .01536</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$567,441.00 Incremental Funded Amount changed from \$524,234.49 to \$1,091,675.49</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/677932.09.01.01/000/2 540/64/CASX32009D/255X/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,000.00 Percent: .05434 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.03/000/2 540/64/CECX62011D/573Z/2/3 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$3,011.00 Percent: .08182 Subject To Funding: Payment Address:</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000042

PAGE OF

3

12

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/821001.09.01.05/000/2                      540/64/CECX62011D/573Z/3/4                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$8,814.00                      Percent: .2395                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/821001.09.01.01/000/2                      540/64/CECX62011D/573Z/1/2                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$9,533.00                      Percent: .25903                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/821001.09.01.06/000/2                      540/64/CECX62011D/573Z/4/5                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$1,393.00                      Percent: .03785                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/821001.09.01.07/000/2                      540/64/CECX62011D/573Z/5/6                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000042

PAGE OF  
4 12

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$3,453.00 Percent: .09383 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2 540/64/CASX12011D/361N/6/7 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$41,747.00 Percent: 1.13436 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2 540/64/CASX12011D/361N/7/8 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,265.00 Percent: .11589 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2 540/64/CASX12011D/361N/8/9 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,900.00 Percent: .05163 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000042

PAGE OF

5

12

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64RA00/6100.2540/64/FC000000/536136.09.01.02/000/2540/64/CECX62011D/573Z/9/10                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$96,000.00                      Percent: 2.60854                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/821001.09.01.04/000/2540/64/CECX62011D/573Z/10/11                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$325.00                      Percent: .00883                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/3/000/2540/64/EXCX22011D/734A/1/2                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$350,000.00                      Percent: 9.51031                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/4.57/000/2540/64/EXPX22011D/234A/2/3                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$5,000.00                      Percent: .13586                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000042

PAGE OF  
6 12

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.27/000/2540/64/EXPX22011D/234A/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$40,000.00 Percent: 1.08689 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed from \$1,025,578.88 to \$1,015,943.34 Obligated Amount for this modification: \$143,805.32 Incremental Funded Amount changed from \$318,500.00 to \$462,305.32</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$1,025,578.88 to \$1,015,943.34</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.8998.11/ 000/2540/64/CASX12011R/CASP/1/43 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$23,805.32 Percent: 2.34317 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9008.11/ 000/2540/64/CASX12011R/CASP/2/44 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000042

PAGE 7 OF 12

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: \$75,000.00 Percent: 7.3823 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/833011.02.09.8997.11/ 000/2540/64/CASX12011R/CASP/3/45 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$45,000.00 Percent: 4.42938 Subject To Funding: Payment Address:  CHANGES FOR LINE ITEM NUMBER: 12  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8995.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$6,430.93 Percent: .90622 Subject To Funding: Payment Address:  CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8639.10/000 /2510/64/CASX22010R/CASP Amount changed from \$6,430.94 to \$.01 Percent changed from .90623 to 0  CHANGES FOR LINE ITEM NUMBER: 13 Total Amount changed from \$393,950.04 to \$403,585.58 Obligated Amount for this modification: \$9,635.54  CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$393,950.04 to \$403,585.58 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000042

PAGE 8 OF 12

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9006.11/ 000/2510/64/CASX12011R/CASP/2/3 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$1,150.47 Percent: .29203 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8995.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$8,485.07 Percent: 2.15384 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

This purpose of this modification is to add incremental funds (PR 4200394895, 4200394790, 4200395051, 4200394302, 4200394868), de-obligate (document 141) and complete a zero adjustment (document 148). All other terms and conditions remain the same.

.....  
 1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,606,616.25
This Action:		<u>- \$1,245.63</u>
NEW TOTAL	\$3,608,043.21	\$3,605,370.62
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		<u>0.00</u>
NEW TOTAL	\$1,391,461.25	\$1,391,460.89

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$524,234.49
<u>This Action</u>	<u>\$0</u>	<u>+ \$567,441.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,091,675.49</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$712,450.04
<u>This Action</u>	<u>\$0</u>	<u>+\$153,440.86</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$865,890.90</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$4,697,046.11 and CLIN 004 & 007 the sum of \$2,257,351.79 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until August 14, 2011 (CLIN 002 & 005) and December 7, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set

forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. 000043	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200392971	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
		10B. DATED (SEE ITEM 13) 04/13/2010
CODE 5SCY8		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) See Schedule	Net Increase:	\$15,000.00
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

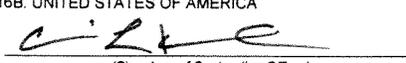
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
See page 3 for detailed information.

LIST OF CHANGES:  
 Reason for Modification : Funding Only Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$1,015,943.34  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: \$15,000.00  
 New Total Obligated Amount for this Award: \$6,969,397.90  
 Incremental Funded Amount changed: from  
 \$5,841,172.79 to \$5,856,172.79  
 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) MARVIN L. HORNE		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 6-16-2011
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000043

PAGE OF  
2 6

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 7 Obligated Amount for this modification: \$15,000.00 Incremental Funded Amount changed from \$462,305.32 to \$477,305.32</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/685676.01.09/000/2540 /64/CASX12011D/714A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$15,000.00 Percent: 1.47646 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

This purpose of this modification is to identify the Center Innovation Fund Activity (CIF) as a demand project and incremental fund (PR 4200392971). All other terms and conditions remain the same.

- .....
1. The Center Innovation Fund Activity (CIF) will be included as part of the Demand Work (CLIN 07), because of the rarity of this project. The funds for this project are added to CLIN 07 as incremental funding (PR 4200392971). This project will be subject to the traditional regulations affecting other demand work.
  2. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,605,370.62
This Action:		<u>0.00</u>
NEW TOTAL	\$3,608,043.21	\$3,605,370.62
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		<u>0.00</u>
NEW TOTAL	\$1,391,461.25	\$1,391,460.89

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,091,675.49
<u>This Action</u>	<u>\$0</u>	<u>0.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,091,675.49</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$0.00

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$865,890.90
<u>This Action</u>	<u>\$0</u>	<u>+\$ 15,000.00</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$880,890.90</b>



CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$4,697,046.11 and CLIN 004 & 007 the sum of \$2,272,351.79 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until August 14, 2011 (CLIN 002 & 005) and December 11, 2011 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this

Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000044	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

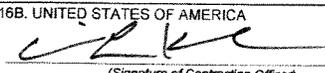
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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: FAR 52.212-4 Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this no cost modification is to delete Data Requirement MA03, entitled Report, Equal Employment Opportunity, in its entirety. As a result, Attachment 2, Data Requirement Documents Overview is updated to reflect this change and is attached hereto.

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) Autumn Sellars - President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/5/11
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/5/2011

**Data Requirement Documents (DRD) Overview**

DM01	Plan, Documentation & Records Management Programs
DM02	Index, Records Master List/Files
EN01	Report, Drinking Water Microbiological
EN02	Reports, Wetland Mitigation Monitoring
EN03	Report, National Pollutant Discharge Elimination System (NPDES)
EN04	Report, Semi-Annual Groundwater
EN05	Report, Laboratory Certification Program
EN06	Report, CERCLA Long Term Monitoring
LS01	Procedures, Property Control & Administration
MA01	List, Owners, Officers, Directors, and Executive Personnel
MA02	Plan, Emergency
MA04	Activity Report
MA05	Contract End Material Inventory List
MF01	Report, Electronic Monthly Cost Data
MF02	Report, Monthly Cost and Workforce Management
MF03	Report, Cost Exceeding 85% of SWR Estimate
MF04	Report, Cost Exceeding 100% of SWR Estimate
MF05	Report, Occupancy
MF06	Report, CLIN 002 Accumulated Expenditures
PC01	Report, Liability to Third Person(s)
PC02	Certificate/Policy Insurance
PC03	Organizational Conflict of Interest Avoidance Plan (OCI) Information
PT01	Plan, Automated Information Security
PT02	Report, Automated Information Security Incident
RA01	Plan, Quality Program
RA02	Plan, Personnel Certification
RA03	Report, Quality Status
SA01	Plan, Safety and Health
SA02	Procedures, Safety
SA03	Report, Accident/Incident
SA04	Report, Accident Experience

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

1 | 14

000045

See Block 16C

See Schedule

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

See Schedule

Net Increase:

\$202,412.81

**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>Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)   |

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

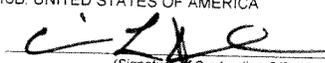
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This purpose of this modification is to implement zero dollar adjustments #166 (PR 4200400628) and #178 (PR 4200400789) and provide additional incremental funding (PRs 4200400046, 4200400544, 4200400707, 4200400713 and 4200400839). See pages 11-14 for informational summary. All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$9,417,428.92  
New Total Amount for this Award: \$26,064,347.25  
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)	
		MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			7/21/11
		(Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
2 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount for this Modification: \$202,412.81 New Total Obligated Amount for this Award: \$7,171,810.71 Incremental Funded Amount changed: from \$5,856,172.79 to \$6,037,863.23 CHANGES FOR LINE ITEM NUMBER: 2</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/736466.06.03.09/000/2540 /64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/736466.06.03.09/000/2 540/64/CASX12011D/361N/1/2 to 64RA00/6100.2540/FC000000/736466.06.03.09/000/2540 /64/CASX12011D/361N Amount changed from \$400.00 to \$359.64 Percent changed from .01109 to .00997</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/736466.06.07.09/000/2540 /64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/736466.06.07.09/000/2 540/64/CASX12011D/361N/5/6 to 64RA00/6100.2540/FC000000/736466.06.07.09/000/2540 /64/CASX12011D/361N Amount changed from \$187.00 to \$186.20 Percent changed from .00518 to .00516</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.01.10.09/000/2 540/64/CASX12011D/361N/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$120.00 Percent: .00333 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2 540/64/CASX12011D/361N/2/3 Cost Center 64RA00 GI Account 6100.2540 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
3 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Order FC000000 Quantity: 0 Amount: \$2.92 Percent: .00008 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/269915.09.01.03/000/2540/64/CECX62010D/769Z/3/4 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$557.06 Percent: .01544 Subject To Funding: Payment Address:</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/269915.09.01.06/000/2540/64/CECX62010D/769Z Amount changed from \$557.07 to \$.01 Percent changed from .01544 to 0</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/736466.01.08.09.02/000/2540/64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/736466.01.08.09.02/000/2540/64/CASX12011D/361N/1/2 to 64RA00/6100.2540/FC000000/736466.01.08.09.02/000/2540/64/CASX12011D/361N Amount changed from \$2,600.00 to \$2,518.24 Percent changed from .07368 to .0698</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$104,190.44 Incremental Funded Amount changed from \$1,091,675.49 to \$1,195,865.93</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/417230.08.01.01.02/000/2540/64/EXCX22011D/538A/1/2 Cost Center 64PA00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
4 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,000.00 Percent: .05434 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.27/000/2540/64/EXPX22011D/234A/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$70,000.00 Percent: 1.90206 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.57/000/2540/64/EXPX22011D/234A/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$25,000.00 Percent: .67931 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.57/000/2540/64/EXPX22011D/234A/3/5 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$597.20 Percent: .01623 Subject To Funding: Payment Address:  Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
5 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2540/64/CASX12011D/361N/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$3,128.10 Percent: .085 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2540/64/CASX12011D/361N/2/3 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,435.00 Percent: .06616 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.04/000/2540/64/CECX62011D/573Z/3/4 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$337.00 Percent: .00916 Subject To Funding: Payment Address:</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/736466.06.07.09/000/2540/64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/736466.06.07.09/000/2540/64/CASX12011D/361N/9/10 to 64RA00/6100.2540/FC000000/736466.06.07.09/000/2540 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
6 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	/64/CASX12011D/361N Amount changed from \$190.00 to \$.01 Percent changed from .00516 to 0  CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.08/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.08/000/2540/64/CECX62011D/573Z/4/5 to 64RA00/6100.2540/FC000000/821001.09.01.08/000/2540/64/CECX62011D/573Z Amount changed from \$10,600.00 to \$.01 Percent changed from .28803 to 0  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.08/000/2540/64/CECX62010D/573Z/2/44 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,989.00 Percent: .13556 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z/3/45 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$5,610.99 Percent: .15246 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2540/64/CASX12011D/361N/1/43 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
7 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Quantity: 0 Amount: \$189.99 Percent: .00516 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/956635.09.06.07.05.2/ 3/000/2540/64-956635/EXCX02006D/538A/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$693.14 Percent: .01883 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed from \$1,015,943.34 to \$995,220.97 Obligated Amount for this modification: \$77,500.00 Incremental Funded Amount changed from \$477,305.32 to \$554,805.32</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$1,015,943.34 to \$995,220.97</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9033.11/ 000/2540/64/CASX12011R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$15,000.00 Percent: 1.47646 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/833011.02.09.8997.11/ 000/2540/64/CASX12011R/CASP/2/3 Cost Center 64PA00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
8 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$22,500.00 Percent: 2.21469 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9008.11/ 000/2540/64/CASX12011R/CASP/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$40,000.00 Percent: 3.93723 Subject To Funding: Payment Address:  CHANGES FOR LINE ITEM NUMBER: 12  CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8755.10/000/ /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8755.10/ 000/2510/64/CASX22010R/CASP/1/2 to 64BA22/6100.2510/FC000000/329527.01.09.8755.10/000/ /2510/64/CASX22010R/CASP Amount changed from \$20,000.00 to \$19,043.25 Percent changed from 4.18468 to 2.68351  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8790.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$956.75 Percent: .13482 Subject To Funding: Payment Address:  Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE 9 OF 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 13 Total Amount changed from \$403,585.58 to \$424,307.95 Obligated Amount for this modification: \$20,722.37</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$403,585.58 to \$424,307.95</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8924.11/ 000/2510/64/CASX12011R/CASP/2/3 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$5,212.12 Percent: 1.29145 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8907.11/ 000/2510/64/CASX12011R/CASP/3/4 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$550.00 Percent: .13628 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8790.11/ 000/2510/64/CASX12011R/CASP/4/5 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$43.25 Percent: .01072 Subject To Funding: Payment Address:</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000045

PAGE OF  
10 14

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64BA22/6100.2510/64/FC000000/329527.01.09.8995.11/                      000/2510/64/CASX12011R/CASP/1/2                      Cost Center 64BA22                      GI Account 6100.2510                      Order FC000000                      Quantity: 0                      Amount: \$14,917.00                      Percent: 3.69612                      Subject To Funding:                      Payment Address:</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

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1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,605,370.62
This Action:		\$ 0.00
NEW TOTAL	\$3,608,043.21	\$3,605,370.62
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		\$ 0.00
NEW TOTAL	\$1,391,461.25	\$1,391,460.89

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,091,675.49
<u>This Action</u>	<u>\$0</u>	<u>+ \$ 104,190.44</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,195,865.93</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$3,447.55

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 880,890.90
<u>This Action</u>	<u>\$0</u>	<u>+\$ 98,222.37</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 979,113.27</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$4,801,236.55 and CLIN 004 & 007 the sum of \$2,370,574.16 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: TBD	Amounts: TBD

- (b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until August 26, 2011 (CLIN 002 & 005) and January 4, 2012 (CLIN 004 & 007).
- (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.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 000046	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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

**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 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral - FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Mar 2009)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2 for detailed information.

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) Autumn Sellars - President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 8/16/11	16C. DATE SIGNED 8/16/2011

NSN 7540-01-152-8070  
Previous edition unusable

A. This purpose of this no-cost modification is to update FAR Clause 52.232-19, Availability of Funds for the Next Fiscal Year. This clause was incorporated under Modification 017 and is hereby revised as follows:

FROM:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

TO:

Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

B. Contractor's Statement of Release: In consideration of the modification agreed to herein of the changes noted above, the contractor hereby releases the government from any further liability under this contract for any equitable adjustment attributable to such facts or circumstances giving rise to the contract changes set forth herein.

C. All other terms and conditions remain the same.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   16
2. AMENDMENT/MODIFICATION NO. 000047	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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: \$292,354.69

**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)

**LIST OF CHANGES:**

The purpose of this modification is to implement de-obligation #193 (\$-17,438.25), zero dollar adjustments #191 and #190, and provide additional incremental funding (PR 4200406173, 4200405625, 4200405899, 4200405181, 4200406273). See page 13-16 for informational summary. All other terms and conditions remain the same.

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$9,417,428.92  
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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8-18-11

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE 2 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Award: \$26,064,347.25                      Obligated Amount for this Modification:                      \$292,354.69                      New Total Obligated Amount for this Award:                      \$7,464,165.40                      Incremental Funded Amount changed: from                      \$6,037,863.23 to \$6,314,632.18                      CHANGES FOR LINE ITEM NUMBER: 2                      Obligated Amount for this modification:                      -\$15,945.11                      Incremental Funded Amount changed from                      \$3,605,370.26 to \$3,589,425.15</p> <p>CHANGES FOR ACCOUNTING CODE:                      64BA11/6100.2540/FC000000/64-6470-00/000/2540/64-6470/SAT302003D/150                      Account code changed from                      64BA11/6100.2540/64/FC000000/64-6470-00/000/2540/64-6470/SAT302003D/150/3/4 to                      64BA11/6100.2540/FC000000/64-6470-00/000/2540/64-6470/SAT302003D/150                      Amount changed from \$11,155.87 to \$5,209.17                      Percent changed from .30919 to .14438</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA10/6100.2540/FC000000/677932.09.01.03/000/2540/64/CASX32009D/255X                      Account code changed from                      64RA10/6100.2540/64/FC000000/677932.09.01.03/000/2540/64/CASX32009D/255X/7/8 to                      64RA10/6100.2540/FC000000/677932.09.01.03/000/2540/64/CASX32009D/255X                      Amount changed from \$10,000.00 to \$186.93                      Percent changed from .27716 to .00518</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA10/6100.2540/FC000000/64-6470-00/000/2540/64-6470/SAT302003D/150                      Account code changed from                      64RA10/6100.2540/64/FC000000/64-6470-00/000/2540/64-6470/SAT302003D/150/8/9 to                      64RA10/6100.2540/FC000000/64-6470-00/000/2540/64-6470/SAT302003D/150                      Amount changed from \$185.35 to \$.01                      Percent changed from .00514 to 0</p> <p>CHANGES FOR LINE ITEM NUMBER: 5                      Obligated Amount for this modification:                      \$117,714.06                      Incremental Funded Amount changed from                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000047

PAGE 3 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$1,195,865.93 to \$1,313,579.99</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.06/000/2540/64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.06/000/2540/64/CECX62011D/573Z/8/9 to 64RA00/6100.2540/FC000000/821001.09.01.06/000/2540/64/CECX62011D/573Z Amount changed from \$1,500.00 to \$362.00 Percent changed from .04076 to .00984</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/677932.09.01.01/000/2540/64/CASX32009D/255X Account code changed from 64RA10/6100.2540/64/FC000000/677932.09.01.01/000/2540/64/CASX32009D/255X/1/2 to 64RA10/6100.2540/FC000000/677932.09.01.01/000/2540/64/CASX32009D/255X Amount changed from \$2,000.00 to \$1,200.00 Percent changed from .05434 to .03261</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/956635.09.06.07.05.2/3/000/2540/64-956635/EXCX02006D/538A Account code changed from 64RA10/6100.2540/64/FC000000/956635.09.06.07.05.2/3/000/2540/64-956635/EXCX02006D/538A/1/2 to 64RA10/6100.2540/FC000000/956635.09.06.07.05.2/3/000/2540/64-956635/EXCX02006D/538A Amount changed from \$693.14 to \$0.00 Percent changed from .01883 to 0</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.07/000/2540/64/CECX62011D/573Z/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,138.00 Percent: .03092 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000047

PAGE	OF
4	16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 64RA00/6100.2540/64/FC000000/736466.06.03.09.01/00 0/2540/64/CASX12011D/361N/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,900.00 Percent: .0788 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.01.10.09/000/2 540/64/CASX12011D/361N/2/3 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,500.00 Percent: .04076 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2 540/64/CASX12011D/361N/3/4 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,300.00 Percent: .03532 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2 540/64/CASX12011D/361N/4/5 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,200.00 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE OF  
5 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Percent: .11412 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2 540/64/CASX12011D/361N/5/6 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,000.00 Percent: .05434 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.02/000/2 540/64/CECX62011D/573Z/6/7 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,500.00 Percent: .06793 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.03/000/2 540/64/CECX62011D/573Z/7/8 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,600.00 Percent: .04348 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.05/000/2 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE OF  
6 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	540/64/CECX62011D/573Z/8/9 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$6,700.00 Percent: .18205 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.07/000/2 540/64/CECX62011D/573Z/9/10 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$3,000.00 Percent: .08152 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/417230.08.01.01.02/00 0/2540/64/EXCX22011D/538A/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,821.62 Percent: .13101 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.57/000/2540/64/EXPX22011D/234A/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$40,000.00 Percent: 1.08689 Subject To Funding: Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE 7 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.27/000/2540/64/EXPX22011D/234A/4/5 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$40,000.00 Percent: 1.08689 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.99/000/2540/64/EXPX22010D/234A/5/6 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$685.58 Percent: .01863 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/389018.02.15.02.07.0/ 6.03/000/2540/64/SCEX22011D/389A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$8,000.00 Percent: .21738 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed from \$995,220.97 to \$979,635.23 Obligated Amount for this modification: \$175,000.00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE 8 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incremental Funded Amount changed from \$554,805.32 to \$729,805.32</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$995,220.97 to \$979,635.23</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9064.11/000/2540/64/CASX12011R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$25,000.00 Percent: 2.512 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9064.11/000/2540/64/CASX12011R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$50,000.00 Percent: 5.02401 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9008.11/000/2540/64/CASX12011R/CASP/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$100,000.00 Percent: 10.04802 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE 9 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64PA00/6100.2540/64/FC000000/389018.02.15.02.07.0/ 6.03/000/2540/64/SCEX22011D/389A/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/417230.08.01.01.02/00 0/2540/64/EXCX22011D/538A/4/5 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.57/000/2540/64/EXPX22011D/234A/5/6 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.27/000/2540/64/EXPX22011D/234A/6/7 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE 10 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.99/000/2540/64/EXPX22010D/234A/7/8 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 12</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8660.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8660.10/ 000/2510/64/CASX22010R/CASP/5/6 to 64BA22/6100.2510/FC000000/329527.01.09.8660.10/000 /2510/64/CASX22010R/CASP Amount changed from \$3,446.22 to \$3,294.11 Percent changed from .95317 to .46419</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8703.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8703.10/ 000/2510/64/CASX22010R/CASP/2/3 to 64BA22/6100.2510/FC000000/329527.01.09.8703.10/000 /2510/64/CASX22010R/CASP Amount changed from \$2,600.00 to \$1,447.04 Percent changed from .66239 to .20391</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8660.10/000 /2510/64/CASX22010R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8660.10/ 000/2510/64/CASX22010R/CASP/4/5 to 64BA22/6100.2510/FC000000/329527.01.09.8660.10/000 /2510/64/CASX22010R/CASP Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE OF  
11 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Amount changed from \$1,109.20 to \$.01 Percent changed from .23208 to 0</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8964.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$2,414.26 Percent: .34021 Subject To Funding: Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 13 Total Amount changed from \$424,307.95 to \$439,893.69 Obligated Amount for this modification: \$15,585.74</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$424,307.95 to \$439,893.69</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8964.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$5,585.74 Percent: 1.31644 Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.8790.11/ 000/2510/64/CASX12011R/CASP/2/3 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$10,000.00 Percent: 2.35678 Subject To Funding: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000047

PAGE 12 OF 16

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Address:  Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,605,370.62
This Action:		\$ -15,945.47
NEW TOTAL	\$3,608,043.21	\$3,589,425.15
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE		
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,460.89
This Action:		\$ 0.00
NEW TOTAL	\$1,391,461.25	\$1,391,460.89

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,195,865.93
<u>This Action</u>	<u>\$0</u>	<u>+ \$ 117,714.06</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,313,579.99</b>
 Travel NTE	 Contract Value	 Utilized
	\$15,766.34	\$3,447.55

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 979,113.27
<u>This Action</u>	<u>\$0</u>	<u>+\$ 190,585.74</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$1,169,699.01</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$4,903,005.14 and CLIN 004 & 007 the sum of \$2,561,159.90 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until September 5, 2011 (CLIN 002 & 005) and February 22, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 7

2. AMENDMENT/MODIFICATION NO. 000048  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 4200403662  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SSC  
7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  
10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8 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)  
See Schedule Net Increase: \$337,476.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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:  
 D. OTHER (Specify type of modification and authority)  
X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
See pages 4-7 for informational summary.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,680,217.26  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$337,476.00  
New Total Obligated Amount for this Award: \$7,801,641.40  
Incremental Funded Amount changed: from \$6,314,632.18 to \$6,652,108.18  
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)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol West  
16B. UNITED STATES OF AMERICA  
16C. DATE SIGNED 8/19/11

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000048

PAGE OF  
2 7

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$337,476.00 Incremental Funded Amount changed from \$1,313,579.99 to \$1,651,055.99</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/536136.09.01.02/000/2 540/64/CECX62011D/573Z/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$95,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.07/000/2 540/64/CECX62011D/573Z/2/3 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$47,692.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.05/000/2 540/64/CECX62011D/573Z/3/4 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$58,456.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.04/000/2 540/64/CECX62011D/573Z/4/5 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,712.00</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000048

PAGE OF  
3 7

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.02/000/2540/64/CECX62011D/573Z/5/6 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$79,732.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z/6/7 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$53,884.00</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,589,425.15
This Action:		\$ 0.00
NEW TOTAL	\$3,608,043.21	\$3,589,425.15
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,461.25
This Action:		\$ 0.00
NEW TOTAL	\$1,391,461.25	\$1,391,461.25

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,313,579.99
<u>This Action</u>	<u>\$0</u>	<u>+ \$ 337,476.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,651,055.99</b>
 Travel NTE	 Contract Value	 Utilized
	\$15,766.34	\$3,447.55

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1, 169,699.01
<u>This Action</u>	<u>\$0</u>	<u>+\$ 0.00</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$1,169,699.01</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,240,481.14 and CLIN 004 & 007 the sum of \$2,561,160.26 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 10, 2011 (CLIN 002 & 005) and February 22, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO. 000049  
3. EFFECTIVE DATE See Block 16C  
4. REQUISITION/PURCHASE REQ. NO. 4200408694  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SSC  
7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. (x)  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO. X  
NNS10AA47C  
10B. DATED (SEE ITEM 13)  
04/13/2010

CODE 5SCY8 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)  
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.
X	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:
	D. OTHER (Specify type of modification and authority)

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.)  
This Administrative Modification is a zero dollar adjustment (Zero #215, PR#4200408694.)  
All other terms and conditions remain the same.

LIST OF CHANGES:  
Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$4,587,678.44  
New Total Amount for this Award: \$26,064,347.25  
Contracting Officer changed  
from Carol West  
to MARVIN L HORNE  
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)  
MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
(Signature of Contracting Officer)  
16C. DATE SIGNED  
Sept 7, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000049

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.57/000/2540/64/EXPX22011D/234A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,000.00 Percent: .05543 Subject To Funding: Payment Address:</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/432938.08.01.09/000/2540 /64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/432938.08.01.09/000/2 540/64/CASX12011D/361N/1/2 to 64RA00/6100.2540/FC000000/432938.08.01.09/000/2540 /64/CASX12011D/361N Amount changed from \$5,000.00 to \$3,474.94 Percent changed from .13858 to .09631</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/432938.09.01.09.25/000/2 540/64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/432938.09.01.09.25/00 0/2540/64/CASX12011D/361N/2/3 to 64RA00/6100.2540/FC000000/432938.09.01.09.25/000/2 540/64/CASX12011D/361N Amount changed from \$1,400.00 to \$925.06 Percent changed from .03967 to .02564</p> <p>CHANGES FOR LINE ITEM NUMBER: 7</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9033.11/ 000/2540/64/CASX12011R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,757.59 Percent: .28149 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000049

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.57/000/2540/64/EXPX22011D/234A/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: Payment Address:</p> <p>CHANGES FOR ACCOUNTING CODE: 64PA00/6100.2540/FC000000/804911.02.09.8998.11/000 /2540/64/CASX12011R/CASP Account code changed from 64PA00/6100.2540/64/FC000000/804911.02.09.8998.11/ 000/2540/64/CASX12011R/CASP/1/43 to 64PA00/6100.2540/FC000000/804911.02.09.8998.11/000 /2540/64/CASX12011R/CASP Amount changed from \$23,805.32 to \$21,047.73 Percent changed from 2.34317 to 2.14853</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

2. AMENDMENT/MODIFICATION NO. 000050	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  9C. DATED (SEE ITEM 13) 04/13/2010
--	---

CODE 5SCY8	FACILITY CODE
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**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:	\$35,056.12
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**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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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 of this modification is to implement de-obligation #214 (\$-4,943.88) and provide additional incremental funding (PR 4200408645). See pages 5-8 for informational summary. All other terms and conditions remain the same.

Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$8,977,535.23  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: \$35,056.12  
 New Total Obligated Amount for this Award: \$7,836,697.52  
 Incremental Funded Amount changed: from  
 \$6,652,108.18 to \$6,690,537.50  
 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)
	MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		 (Signature of Contracting Officer)	Sept 08, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000050

PAGE

OF

2

8

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2                      Obligated Amount for this modification: -\$1,298.04                      Incremental Funded Amount changed from                      \$3,589,425.15 to \$3,588,127.11</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA00/6100.2540/FC000000/432938.10.02.09/000/2540                      /64/CASX12011D/361N                      Account code changed from                      64RA00/6100.2540/64/FC000000/432938.10.02.09/000/2                      540/64/CASX12011D/361N/5/6 to                      64RA00/6100.2540/FC000000/432938.10.02.09/000/2540                      /64/CASX12011D/361N                      Amount changed from \$373.00 to \$.01                      Percent changed from .01034 to 0</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA00/6100.2540/FC000000/432938.09.01.09.25/000/2                      540/64/CASX12011D/361N                      Amount changed from \$925.06 to \$.01</p> <p>CHANGES FOR LINE ITEM NUMBER: 5                      Obligated Amount for this modification: -\$272.64                      Incremental Funded Amount changed from                      \$1,651,055.99 to \$1,650,783.35</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA00/6100.2540/FC000000/736466.06.04.09/000/2540                      /64/CASX12011D/361N                      Account code changed from                      64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2                      540/64/CASX12011D/361N/5/6 to                      64RA00/6100.2540/FC000000/736466.06.04.09/000/2540                      /64/CASX12011D/361N                      Amount changed from \$2,000.00 to \$1,916.00</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA00/6100.2540/FC000000/736466.01.10.09/000/2540                      /64/CASX12011D/361N                      Account code changed from                      64RA00/6100.2540/64/FC000000/736466.01.10.09/000/2                      540/64/CASX12011D/361N/2/3 to                      64RA00/6100.2540/FC000000/736466.01.10.09/000/2540                      /64/CASX12011D/361N                      Amount changed from \$1,500.00 to \$1,410.76</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000050

PAGE OF

3 8

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR ACCOUNTING CODE:                      64RA00/6100.2540/FC000000/736466.03.01.09/000/2540                      /64/CASX12011D/361N                      Account code changed from                      64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2                      540/64/CASX12011D/361N/3/4 to                      64RA00/6100.2540/FC000000/736466.03.01.09/000/2540                      /64/CASX12011D/361N                      Amount changed from \$1,300.00 to \$1,202.54</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA00/6100.2540/FC000000/736466.05.01.09/000/2540                      /64/CASX12011D/361N                      Account code changed from                      64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2                      540/64/CASX12011D/361N/4/5 to                      64RA00/6100.2540/FC000000/736466.05.01.09/000/2540                      /64/CASX12011D/361N                      Amount changed from \$4,200.00 to \$4,198.06</p> <p>CHANGES FOR LINE ITEM NUMBER: 7                      Total Amount changed                      from \$979,635.23 to \$983,008.43                      Obligated Amount for this modification: \$40,000.00                      Incremental Funded Amount changed from                      \$729,805.32 to \$769,805.32</p> <p>CHANGES FOR DELIVERY LOCATION: SSC                      Amount changed from \$979,635.23 to \$983,008.43</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/833011.02.09.8997.11/                      000/2540/64/CASX12011R/CASP/1/2                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$40,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 12                      Total Amount changed                      from \$709,639.53 to \$706,266.33                      Obligated Amount for this modification: -\$3,373.20</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000050

PAGE OF

4

8

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$709,639.53 to \$706,266.33</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA00/6100.2510/FC000000/329527.01.09.8818.11/000 /2510/64/CASX12011R/CASP Account code changed from 64BA00/6100.2510/64/FC000000/329527.01.09.8818.11/ 000/2510/64/CASX12011R/CASP/1/2 to 64BA00/6100.2510/FC000000/329527.01.09.8818.11/000 /2510/64/CASX12011R/CASP Amount changed from \$12,000.00 to \$8,626.80 FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,589,425.15
This Action:		\$ - (1,298.04)
NEW TOTAL	\$3,608,043.21	\$3,588,127.11
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,391,461.25
This Action:		\$ - (3,373.20)
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,651,055.99
<u>This Action</u>	<u>\$0</u>	<u>\$ - (272.64)</u>
NEW TOTAL	\$3,680,217.26	\$1,650,783.35
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$3,447.55

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1, 169,699.01
<u>This Action</u>	<u>\$0</u>	<u>\$ 40,000.00</u>
NEW TOTAL	\$1,419,528.92	\$1,209,699.01

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,238,910.46 and CLIN 004 & 007 the sum of \$2,597,787.06 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: TBD	Amounts: TBD

- (b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 9, 2011 (CLIN 002 & 005) and March 3, 2012 (CLIN 004 & 007).
- (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.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 000051		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 7
6. ISSUED BY	CODE SSC	7. ADMINISTERED BY (If other than Item 6)		CODE SSC	5. PROJECT NO. (If applicable)

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
		10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8	FACILITY CODE
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**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:	\$100,497.03
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**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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 of this modification is to provide additional incremental funding (PR 4200409261 & PR 4200409354). See pages 4-7 for informational summary. All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$5,345,047.41  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: \$100,497.03  
 New Total Obligated Amount for this Award: \$7,937,194.55  
 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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED Sept 13, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000051

PAGE 2 OF 7

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incremental Funded Amount changed: from \$6,690,537.50 to \$6,791,034.53                      CHANGES FOR LINE ITEM NUMBER: 4                      Total Amount changed from \$681,821.72 to \$685,194.92</p> <p>CHANGES FOR DELIVERY LOCATION: SSC                      Amount changed from \$681,821.72 to \$685,194.92</p> <p>CHANGES FOR LINE ITEM NUMBER: 5                      Obligated Amount for this modification: \$100,497.03                      Incremental Funded Amount changed from \$1,650,783.35 to \$1,751,280.38</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.01.10.09/000/2540/64/CASX12011D/361N/1/2                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$37.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2540/64/CASX12011D/361N/2/3                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$51,881.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2540/64/CASX12011D/361N/3/4                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$3,900.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000051

PAGE OF  
3 7

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64RA00/6100.2540/64/FC000000/736466.06.03.09.01/00 0/2540/64/CASX12011D/361N/4/5 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$17,800.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2 540/64/CASX12011D/361N/5/6 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$78.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/ 4.27/000/2540/64/EXPX22011D/234A/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$25,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/271467.01.06.01.10/00 0/2540/64/EXCX22011D/538A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,801.03</p> <p>CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed from \$983,008.43 to \$979,635.23</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$983,008.43 to \$979,635.23</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

- .....
1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,588,127.11
This Action:		
NEW TOTAL	\$3,608,043.21	\$3,588,127.11
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE		
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,650,783.35
<u>This Action</u>	<u>\$0</u>	<u>\$ 100,497.03</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,751,280.38</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$3,447.55

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,209,699.01
<u>This Action</u>	<u>\$0</u>	<u>\$</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$1,209,699.01</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,339,407.49 and CLIN 004 & 007 the sum of \$2,597,787.06 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 19, 2011 (CLIN 002 & 005) and March 3, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. 000052 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. See Schedule 5. PROJECT NO. (If applicable) 1 7

6. ISSUED BY CODE SSC 7. ADMINISTERED BY (If other than Item 6) CODE SSC  
 NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 A2R  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x NNS10AA47C  
 10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8 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: \$35,229.83  
 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:  
 D. OTHER (Specify type of modification and authority)  
 X Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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 of this modification is to provide additional incremental funding (PR 4200410151, PR4200410352 & PR 4200410263). See pages 4-7 for informational summary. All other terms and conditions remain the same.

LIST OF CHANGES:  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$5,099,746.18  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: \$35,229.83  
 New Total Obligated Amount for this Award: \$7,972,424.38  
 Incremental Funded Amount changed: from  
 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)  
 MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer) Sept 20, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000052

PAGE OF  
2 7

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$6,791,034.53 to \$6,818,821.34                      CHANGES FOR LINE ITEM NUMBER: 5                      Obligated Amount for this modification: \$27,786.81                      Incremental Funded Amount changed from                      \$1,751,280.38 to \$1,779,067.19</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64EA00/6100.2540/64/FC000000/432938.08.01.09/000/2                      540/64/CASX12011D/361N/1/2                      Cost Center 64EA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$20,000.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/136905.08.04.02.09.0/                      4.99/000/2540/64/EXPX22011D/234A/1/2                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$7,786.81</p> <p>CHANGES FOR LINE ITEM NUMBER: 7                      Total Amount changed                      from \$979,635.23 to \$972,192.21</p> <p>CHANGES FOR DELIVERY LOCATION: SSC                      Amount changed from \$979,635.23 to \$972,192.21</p> <p>CHANGES FOR LINE ITEM NUMBER: 13                      Total Amount changed                      from \$439,893.69 to \$447,336.71                      Obligated Amount for this modification: \$7,443.02</p> <p>CHANGES FOR DELIVERY LOCATION: SSC                      Amount changed from \$439,893.69 to \$447,336.71</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64BA22/6100.2510/64/FC000000/329527.01.09.9051.11/                      000/2510/64/CASX12011R/CASP/1/2                      Cost Center 64BA22                      GI Account 6100.2510                      Order FC000000                      Quantity: 0                      Amount: \$2,443.02                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000052

PAGE OF  
3 7

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64BA22/6100.2510/64/FC000000/329527.01.09.8999.11/                      000/2510/64/CASX12011R/CASP/2/3                      Cost Center 64BA22                      GI Account 6100.2510                      Order FC000000                      Quantity: 0                      Amount: \$5,000.00                      FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,588,127.11
This Action:		\$
NEW TOTAL	\$3,608,043.21	\$3,588,127.11
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,751,280.38
<u>This Action</u>	<u>\$0</u>	<u>\$ 2,786.81</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,779,067.19</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$8,911.94

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,209,699.01
<u>This Action</u>	<u>\$0</u>	<u>\$ 7,443.02</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,217,142.03</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,367,194.30 and CLIN 004 & 007 the sum of \$2,605,230.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 22, 2011 (CLIN 002 & 005) and March 5, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. 000053		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200410358	1	2
6. ISSUED BY	CODE	SSC	7. ADMINISTERED BY (If other than Item 6)	CODE	SSC

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
	10B. DATED (SEE ITEM 13) 04/13/2010
CODE 5SCY8	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)

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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

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.)

This administrative modification is a zero dollar adjustment (zero#232 PR# 4200410358) All other terms and conditions remain the same.

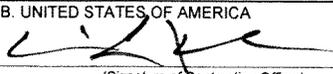
LIST OF CHANGES:

Reason for Modification : Other Administrative Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,680,217.26  
New Total Amount for this Award: \$26,064,347.25  
CHANGES FOR LINE ITEM NUMBER: 5

CHANGES FOR ACCOUNTING CODE:

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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED Sept 29, 2014

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000053

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64RA00/6100.2540/FC000000/736466.03.01.09/000/2540 /64/CASX12011D/361N Account code changed from 64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2 540/64/CASX12011D/361N/2/3 to 64RA00/6100.2540/FC000000/736466.03.01.09/000/2540 /64/CASX12011D/361N Amount changed from \$51,881.00 to \$49,021.00  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.06/000/2 540/64/CECX62011D/573Z/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,860.00 FOB: Destination				

2. AMENDMENT/MODIFICATION NO. 000054	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	SSC	7. ADMINISTERED BY (If other than Item 6) CODE	SSC

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505  CODE 5SCY8 FACILITY CODE	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C  10B. DATED (SEE ITEM 13) 04/13/2010
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**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

**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.
X	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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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.)  
 This administrative modification is a zero dollar adjustment (zero#239,240 PR# 4200410278, 4200410279) All other terms and conditions remain the same.

LIST OF CHANGES:  
 Reason for Modification : Other Administrative Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$1,391,461.25  
 New Total Amount for this Award: \$26,064,347.25

CHANGES FOR LINE ITEM NUMBER: 4  
 CHANGES FOR ACCOUNTING CODE:  
 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)
	James Jacobs
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED
	9/20/11
	(Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000054

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64PA00/6100.2540/FC000000/804911.02.09.8604.10/000 /2540/64/CASX22010R/CASP Account code changed from 64PA00/6100.2540/FC000000/804911.02.09.8604.10/ 000/2540/64/CASX22010R/CASP/1/2 to 64PA00/6100.2540/FC000000/804911.02.09.8604.10/000 /2540/64/CASX22010R/CASP Amount changed from \$50,000.00 to \$43,758.06  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.8998.11/ 000/2540/64/CASX12011R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$6,241.94  CHANGES FOR LINE ITEM NUMBER: 12 CHANGES FOR ACCOUNTING CODE: 64BA00/6100.2510/FC000000/329527.01.09.8727.11/000 /2510/64/CASX12011R/CASP Account code changed from 64BA00/6100.2510/64/FC000000/329527.01.09.8727.11/ 000/2510/64/CASX12011R/CASP/1/2 to 64BA00/6100.2510/FC000000/329527.01.09.8727.11/000 /2510/64/CASX12011R/CASP Amount changed from \$1,150.47 to \$0.00  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8995.11/ 000/2510/64/CASX12011R/CASP/2/3 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$3.00  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.9051.11/ 000/2510/64/CASX12011R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$1,147.47 FOB: Destination				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 6

2. AMENDMENT/MODIFICATION NO. 000055  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_  
 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 A2R  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_

9B. DATED (SEE ITEM 11) \_\_\_\_\_

x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C

10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8 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)  
 See Schedule Net Decrease: -\$2,434.57

**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: Bilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to implement de-obligation #237 (\$-2,434.57). See page 3-6 for informational summary. All other terms and conditions remain the same.

Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$3,608,043.21  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: -\$2,434.57  
 New Total Obligated Amount for this Award: \$7,969,989.81  
 Incremental Funded Amount changed: from \$6,818,821.34 to \$6,816,386.77

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) Autumn Sellars - President  
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)  
 15C. DATE SIGNED 9/21/11  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James Jacobs  
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)  
 16C. DATE SIGNED 9/28/11

NSN 7540-01-152-8070  
 Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2 Obligated Amount for this modification: -\$2,434.57 Incremental Funded Amount changed from \$3,588,127.11 to \$3,585,692.54</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/956635.09.06.07.05.2/1/0 00/2540/64-956635/EXCX02006D/538A Account code changed from 64RA10/6100.2540/64/FC000000/956635.09.06.07.05.2/ 1/000/2540/64-956635/EXCX02006D/538A/2/3 to 64RA10/6100.2540/FC000000/956635.09.06.07.05.2/1/0 00/2540/64-956635/EXCX02006D/538A Amount changed from \$896.48 to \$0.00</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/196325.02.01/000/2540/64 -196325/ESAX02006D/389A Account code changed from 64RA10/6100.2540/64/FC000000/196325.02.01/000/2540 /64-196325/ESAX02006D/389A/1/2 to 64RA10/6100.2540/FC000000/196325.02.01/000/2540/64 -196325/ESAX02006D/389A Amount changed from \$3,600.00 to \$2,061.91</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,588,127.11
This Action:		\$ -2,434.57
NEW TOTAL	\$3,608,043.21	\$3,585,692.54
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,751,280.38
<u>This Action</u>	<u>\$0</u>	<u>\$ 2,786.81</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,779,067.19</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$8,911.94

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,209,699.01
<u>This Action</u>	<u>\$0</u>	<u>\$ 7,443.02</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,217,142.03</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,364,759.73 and CLIN 004 & 007 the sum of \$2,605,230.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 22, 2011 (CLIN 002 & 005) and March 5, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

000056

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

CODE

SSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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 of this modification is to correct the incremental funding amounts for CLINs 005 and 007 and correct the utilized travel amount for CLIN 005.

All other terms and conditions remain unchanged.

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)

James Jacobs

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

9/22/11

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,585,692.54
This Action:		\$
NEW TOTAL	\$3,608,043.21	\$3,585,692.54
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,779,067.19
<u>This Action</u>	<u>\$0</u>	<u>\$</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,779,067.19</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1, 217,142.03
<u>This Action</u>	<u>\$0</u>	<u>\$</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,217,142.03</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,364,759.73 and CLIN 004 & 007 the sum of \$2,605,230.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 22, 2011 (CLIN 002 & 005) and March 5, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

000057 See Block 16C 4200410842

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE

SSC SSC

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000

NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. X  
NNS10AA47C

10B. DATED (SEE ITEM 13)  
04/13/2010

CODE 5SCY8 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)  
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.
X	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:
	D. OTHER (Specify type of modification and authority)

**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.)  
This Administrative Modification is a zero dollar adjustment (Zero #251, PR# 4200410842.)  
All other terms and conditions remain the same.

LIST OF CHANGES:  
Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,608,043.21  
New Total Amount for this Award: \$26,064,347.25  
CHANGES FOR LINE ITEM NUMBER: 2

CHANGES FOR ACCOUNTING CODE:  
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)
	MARVIN I. HORNE Beth L. Bradley
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Beth L. Bradley	9-23-11
(Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000057

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64RA10/6100.2540/FC000000/956635.09.06.05.05/000/2 540/64-956635/EXCX02006D/538A Amount changed from \$19,407.01 to \$19,386.01 Percent changed from .53788 to .5373  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.06/000/2 540/64/CECX62011D/573Z/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$21.00 Percent: .00058 Subject To Funding: Payment Address:  Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 000058	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200411114	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 5SCY8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:		\$41,500.00
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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 of this modification is to provide additional incremental funding (PR 4200411114). See pages 3-6 for informational summary. All other terms and conditions remain the same.				
LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$972,192.21 New Total Amount for this Award: \$26,064,347.25 Obligated Amount for this Modification: \$41,500.00 New Total Obligated Amount for this Award: \$8,011,489.81 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) Gerald Norris		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9-27-11	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000058

PAGE OF  
2 6

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incremental Funded Amount changed: from \$6,816,386.77 to \$6,857,886.77 CHANGES FOR LINE ITEM NUMBER: 7 Obligated Amount for this modification: \$41,500.00 Incremental Funded Amount changed from \$769,805.32 to \$811,305.32  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/833011.02.09.8997.11/ 000/2540/64/CASX12011R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$41,500.00 FOB: Destination				

INFORMATIONAL SUMMARY:

.....

I. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,585,692.54
This Action:		\$
NEW TOTAL	\$3,608,043.21	\$3,585,692.54
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,779,067.19
<u>This Action</u>	<u>\$0</u>	<u>\$</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,779,067.19</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1, 217,142.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 41,500.00</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,258,642.03</b>

.....

CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,364,759.73 and CLIN 004 & 007 the sum of \$2,646,730.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until October 22, 2011 (CLIN 002 & 005) and March 15, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 000059	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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: \$262,131.85  
 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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

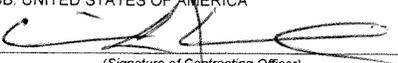
**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to implement de-obligation #13 (\$-8,699.99) and provide additional incremental funding (PRs 4200412724, 4200413479 & 4200413297). See pages 5-8 for informational summary. All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$8,707,789.39  
 New Total Amount for this Award: \$26,064,347.25  
 Obligated Amount for this Modification: \$262,131.85  
 New Total Obligated Amount for this Award: \$8,273,621.66  
 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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED Oct 21, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000059

PAGE OF  
2 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incremental Funded Amount changed: from \$6,857,886.77 to \$7,005,018.62                      CHANGES FOR LINE ITEM NUMBER: 2                      Obligated Amount for this modification: -\$8,699.99                      Incremental Funded Amount changed from \$3,585,692.54 to \$3,576,992.55</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA10/6100.2540/FC000000/64-6470-00/000/2540/64-6470/SFCX02004D/UA                      Account code changed from                      64RA10/6100.2540/64/FC000000/64-6470-00/000/2540/64-6470/SFCX02004D/UA/2/3 to                      64RA10/6100.2540/FC000000/64-6470-00/000/2540/64-6470/SFCX02004D/UA                      Amount changed from \$11,725.01 to \$3,725.01</p> <p>CHANGES FOR ACCOUNTING CODE:                      64RA10/6100.2540/FC000000/956635.09.06.07.05.0/9/00/2540/64-956635/EXCX02006D/538A                      Account code changed from                      64RA10/6100.2540/64/FC000000/956635.09.06.07.05.0/9/000/2540/64-956635/EXCX02006D/538A/2/3 to                      64RA10/6100.2540/FC000000/956635.09.06.07.05.0/9/00/2540/64-956635/EXCX02006D/538A                      Amount changed from \$700.00 to \$.01</p> <p>CHANGES FOR LINE ITEM NUMBER: 5                      Obligated Amount for this modification: \$155,831.84                      Incremental Funded Amount changed from \$1,779,067.19 to \$1,934,899.03</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.01.10.09/000/2540/64/CASX12012D/361N/1/2                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$210.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2540/64/CASX12012D/361N/2/3                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000059

PAGE OF  
3 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity: 0 Amount: \$55,365.00  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2540/64/CASX12012D/361N/3/4 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,055.00  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.03.09.01/000/2540/64/CASX12012D/361N/4/5 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$3,154.00  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2540/64/CASX12012D/361N/5/6 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,766.00  NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/3/000/2540/64/EXCX22012D/734A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$91,281.84  CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed from \$972,192.21 to \$857,192.21  CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$972,192.21 to \$857,192.21  Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000059

PAGE OF  
4 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 13 Total Amount changed from \$447,336.71 to \$562,336.71 Obligated Amount for this modification: \$115,000.00</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$447,336.71 to \$562,336.71</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9148.12/ 000/2510/64/CASX12012R/CASP/2/3 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$90,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9180.12/ 000/2510/64/CASX12012R/CASP/3/4 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$15,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9051.12/ 000/2510/64/CASX12012R/CASP/1/2 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$10,000.00 FOB: Destination</p>				

INFORMATIONAL SUMMARY:

- .....
1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,585,692.54
This Action:		\$ - 8,699.99
NEW TOTAL	\$3,608,043.21	\$3,576,992.55
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,779,067.19
<u>This Action</u>	<u>\$0</u>	<u>\$ 155,831.84</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,934,899.03</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1, 258,642.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 115,000.00</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,373,642.03</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,511,891.58 and CLIN 004 & 007 the sum of \$2,761,730.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until November 6, 2011 (CLIN 002 & 005) and April 13, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   6	
2. AMENDMENT/MODIFICATION NO. 000060	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200413549	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010	

**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: \$30,000.00

**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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)  
See additional pages for detailed information.

LIST OF CHANGES:  
Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,680,217.26  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$30,000.00  
New Total Obligated Amount for this Award: \$8,303,621.66  
Incremental Funded Amount changed: from \$7,005,018.62 to \$7,035,018.62  
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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/21/2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000060

PAGE OF  
2 6

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 5                      Obligated Amount for this modification: \$30,000.00                      Incremental Funded Amount changed from                      \$1,934,899.03 to \$1,964,899.03</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/585777.08.20.10.69.0/                      1/000/2540/64/EXPX22012D/719V/1/2                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$30,000.00                      Percent: .81517                      Subject To Funding:                      Payment Address:</p> <p>Delivery Location Code: SSC                      NASA/Stennis Space Center                      Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,576,992.55
This Action:		\$ 0
NEW TOTAL	\$3,608,043.21	\$3,576,992.55
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$ 0
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,934,899.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 30,000.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$1,964,899.03</b>
 Travel NTE	 Contract Value	 Utilized
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,373,642.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 0</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,373,642.03</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,541,891.58 and CLIN 004 & 007 the sum of \$2,761,730.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until November 13, 2011 (CLIN 002 & 005) and April 13, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

000061

See Block 16C

See Schedule

6. ISSUED BY

CODE

SSC

7. ADMINISTERED BY (If other than Item 6)

CODE

SSC

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

NASA/Stennis Space Center  
Office of Procurement  
Building 1100 Room 251H  
Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

A2R  
1021 OLD MONROVIA RD  
HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NNS10AA47C

10B. DATED (SEE ITEM 13)

04/13/2010

CODE 5SCY8

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)

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.

X

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:

D. OTHER (Specify type of modification and authority)

**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.)

This Administrative Modification is a zero dollar adjustment (Zero #27, PR#4200415677 and Zero #24, PR#4200415676.) All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$1,247,531.63  
New Total Amount for this Award: \$26,064,347.25  
CHANGES FOR LINE ITEM NUMBER: 4

**CHANGES FOR ACCOUNTING CODE:**

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)

MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

11-15-2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000061

PAGE

OF

2

3

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>64PA00/6100.2540/FC000000/804911.02.09.8604.10/000/2540/64/CASX22010R/CASP                      Amount changed from \$43,758.06 to \$28,313.37                      Percent changed from 6.38622 to 4.13216</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/3/000/2540/64/EXCX22012D/734A/1/2                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$13,718.16                      Percent: 2.00208                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/573754.09.01.99/000/2540/64/EXPX22012D/719V/2/3                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$899.26                      Percent: .13124                      Subject To Funding:                      Payment Address:</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64PA00/6100.2540/64/FC000000/136905.98.02.09.02.1/1/000/2540/64/ESAX02008D/234A/3/4                      Cost Center 64PA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$827.27                      Percent: .12073                      Subject To Funding:                      Payment Address:</p> <p>CHANGES FOR LINE ITEM NUMBER: 13</p> <p>CHANGES FOR ACCOUNTING CODE:                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000061

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64BA22/6100.2510/FC000000/329527.01.09.8999.11/000 /2510/64/CASX12011R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8999.11/ 000/2510/64/CASX12011R/CASP/4/5 to 64BA22/6100.2510/FC000000/329527.01.09.8999.11/000 /2510/64/CASX12011R/CASP Amount changed from \$18,750.00 to \$16,124.70 Percent changed from 8.83224 to 2.86745  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.9204.12/ 000/2510/64/CASX12012R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$2,625.30 Percent: .46686 Subject To Funding: Payment Address:  Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA  FOB: Destination				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 000062		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200416060	1. CONTRACT ID CODE	PAGE OF PAGES 1 6
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC	5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C
	10B. DATED (SEE ITEM 13) 04/13/2010

CODE 5SCY8	FACILITY CODE
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**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:	\$184,000.00
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**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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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 of this modification is to provide additional incremental funding (PR 4200416060). See pages 4-6 for informational summary. All other terms and conditions remain the same.

LIST OF CHANGES:  
Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,680,217.26  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$184,000.00  
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) MARVIN L. HORNE
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED Nov 18, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000062

PAGE OF  
2 6

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Obligated Amount for this Award: \$8,487,621.66 Incremental Funded Amount changed: from \$7,035,018.62 to \$7,219,018.62 CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$184,000.00 Incremental Funded Amount changed from \$1,964,899.03 to \$2,148,899.03</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/ 3/000/2540/64/EXCX22011D/734A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$120,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/573754.09.01.99/000/2 540/64/EXPX22012D/719V/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/998368.02.09.06.11/00 0/2540/64/CECX62011D/766P/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$2,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/585777.08.20.10.69.0/ 1/000/2540/64/EXPX22012D/719V/4/5 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$60,000.00 FOB: Destination</p>				

INFORMATIONAL SUMMARY:

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1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,576,992.55
This Action:		\$ 0
NEW TOTAL	\$3,608,043.21	\$3,576,992.55
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$ 0
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$1,964,899.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 184,000.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$2,148,899.03</b>
<b>Travel NTE</b>	<b>Contract Value</b>	<b>Utilized</b>
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,373,642.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 0</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,373,642.03</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,725,891.58 and CLIN 004 & 007 the sum of \$2,761,730.08 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

- (b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until November 27, 2011 (CLIN 002 & 005) and April 13, 2012 (CLIN 004 & 007).
- (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.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   8	
2. AMENDMENT/MODIFICATION NO. 000063	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.		
CODE 5SCY8		FACILITY CODE	9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C		
		10B. DATED (SEE ITEM 13) 04/13/2010		

**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: \$169,374.70  
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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**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 of this modification is to provide additional incremental funding (PRs 4200415679, 4200415779 & 4200416334). See pages 4-6 for informational summary.

All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$5,099,746.18  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$169,374.70  
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) Gerald Norris	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-22-11

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000063

PAGE OF  
2 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Obligated Amount for this Award: \$8,656,996.36 Incremental Funded Amount changed: from \$7,219,018.62 to \$7,365,018.62 CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$126,000.00 Incremental Funded Amount changed from \$2,148,899.03 to \$2,274,899.03</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2 540/64/CASX12012D/361N/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$62,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2 540/64/CASX12012D/361N/2/3 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$9,800.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.03.09.01/00 0/2540/64/CASX12012D/361N/3/4 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$12,200.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2 540/64/CASX12012D/361N/4/5 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,100.00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000063

PAGE OF  
3 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.06/000/2540/64/CECX62011D/573Z/5/6 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$900.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2540/64/CASX12012D/361N/1/7 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$40,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 7 Total Amount changed from \$857,192.21 to \$833,817.51 Obligated Amount for this modification: \$20,000.00 Incremental Funded Amount changed from \$811,305.32 to \$831,305.32</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$857,192.21 to \$833,817.51</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/804911.02.09.9033.12/000/2540/64/CASX12012R/CASP/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$20,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 13 Total Amount changed from \$562,336.71 to \$585,711.41 Obligated Amount for this modification: \$23,374.70</p> <p>CHANGES FOR DELIVERY LOCATION: SSC Amount changed from \$562,336.71 to \$585,711.41</p> <p>NEW ACCOUNTING CODE ADDED: Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000063

PAGE OF  
4 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9204.12/ 000/2510/64/CASX12012R/CASP/2/3 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$6,374.70  NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9207.12/ 000/2510/64/CASX12012R/CASP/3/4 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$2,000.00  NEW ACCOUNTING CODE ADDED: Account code: 64BA22/6100.2510/64/FC000000/329527.01.09.9180.12/ 000/2510/64/CASX12012R/CASP/1/2 Cost Center 64BA22 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$15,000.00 FOB: Destination				

INFORMATIONAL SUMMARY:

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1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,576,992.55
This Action:		\$ 0
NEW TOTAL	\$3,608,043.21	\$3,576,992.55
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE		
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$ 0
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$2,148,899.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 126,000.00</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$2,274,899.03</b>
Travel NTE	Contract Value	Utilized
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,373,642.03
<u>This Action</u>	<u>\$0</u>	<u>\$ 43,374.70</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,417,016.73</b>

CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$5,851,891.58 and CLIN 004 & 007 the sum of \$2,805,104.78 is presently available for payment and allotted to this contract. It is anticipated hat 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until December 9, 2011 (CLIN 002 & 005) and April 24, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

-(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 000064	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
		10B. DATED (SEE ITEM 13) 04/13/2010	

**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

**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.
X	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:
	D. OTHER (Specify type of modification and authority)

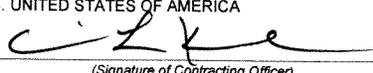
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 This Administrative Modification is a zero dollar adjustment (Zero #s 36 & 37, PR#s 4200419045 and 4200419043.) All other terms and conditions remain the same.

LIST OF CHANGES:  
 Reason for Modification : Funding Only Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$4,972,195.00  
 New Total Amount for this Award: \$26,064,347.25  
 CHANGES FOR LINE ITEM NUMBER: 5

CHANGES FOR ACCOUNTING CODE:  
 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) MARVIN L. HORNE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED Dec 14, 2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000064

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64RA00/6100.2540/FC000000/821001.09.01.02/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.02/000/2 540/64/CECX62011D/573Z/5/6 to 64RA00/6100.2540/FC000000/821001.09.01.02/000/2540 /64/CECX62011D/573Z Amount changed from \$79,732.00 to \$47,732.00 Percent changed from 2.1665 to 1.29699  NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/536136.09.01.02/000/2 540/64/CECX62012D/573Z/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$32,000.00 Percent: .86951 Subject To Funding: Payment Address:  CHANGES FOR LINE ITEM NUMBER: 12  CHANGES FOR ACCOUNTING CODE: 64BA00/6100.2510/FC000000/329527.01.09.9027.11/000 /2510/64/CASX12011R/CASP Account code changed from 64BA00/6100.2510/64/FC000000/329527.01.09.9027.11/ 000/2510/64/CASX12011R/CASP/2/3 to 64BA00/6100.2510/FC000000/329527.01.09.9027.11/000 /2510/64/CASX12011R/CASP Amount changed from \$2,179.29 to \$1,942.20 Percent changed from .3071 to .275  NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8931.12/ 000/2510/64/CASX12012R/CASP/1/2 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$237.09 Percent: .03357 Subject To Funding: Payment Address:  Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000064

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 13</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8999.11/000 /2510/64/CASX12011R/CASP Amount changed from \$16,124.70 to \$13,499.40 Percent changed from 2.86745 to 2.30479</p> <p>CHANGES FOR ACCOUNTING CODE: 64BA22/6100.2510/FC000000/329527.01.09.8924.11/000 /2510/64/CASX12011R/CASP Account code changed from 64BA22/6100.2510/64/FC000000/329527.01.09.8924.11/ 000/2510/64/CASX12011R/CASP/2/3 to 64BA22/6100.2510/FC000000/329527.01.09.8924.11/000 /2510/64/CASX12011R/CASP Amount changed from \$5,212.12 to \$5,203.93 Percent changed from 1.29145 to .88848</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64BA00/6100.2510/64/FC000000/329527.01.09.8931.12/ 000/2510/64/CASX12012R/CASP/1/43 Cost Center 64BA00 GI Account 6100.2510 Order FC000000 Quantity: 0 Amount: \$2,633.49 Percent: .44962 Subject To Funding: Payment Address:</p> <p>Delivery Location Code: SSC NASA/Stennis Space Center Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 000065	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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: \$491,118.75  
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) Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

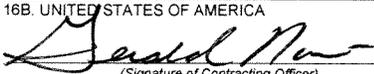
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide additional incremental funding (PRs 4200419125, 4200418927 & 4200418603). See pages 6-9 for informational summary.

All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,680,217.26  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$491,118.75  
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)	
		Gerald Norris	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	12-16-11

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000065

PAGE OF  
2 9

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Obligated Amount for this Award: \$9,148,115.11 Incremental Funded Amount changed: from \$7,365,018.62 to \$7,856,137.37</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$491,118.75 Incremental Funded Amount changed from \$2,274,899.03 to \$2,766,017.78</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.01/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.01/000/2 540/64/CECX62011D/573Z/4/5 to 64RA00/6100.2540/FC000000/821001.09.01.01/000/2540 /64/CECX62011D/573Z Amount changed from \$9,600.00 to \$8,010.50</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.01/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.01/000/2 540/64/CECX62011D/573Z/1/2 to 64RA00/6100.2540/FC000000/821001.09.01.01/000/2540 /64/CECX62011D/573Z Amount changed from \$9,533.00 to \$1,122.50</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/536136.09.01.02/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/536136.09.01.02/000/2 540/64/CECX62011D/573Z/1/2 to 64RA00/6100.2540/FC000000/536136.09.01.02/000/2540 /64/CECX62011D/573Z Amount changed from \$95,000.00 to \$94,000.00</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.07/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.07/000/2 540/64/CECX62011D/573Z/2/3 to 64RA00/6100.2540/FC000000/821001.09.01.07/000/2540 /64/CECX62011D/573Z Amount changed from \$47,692.00 to \$11,692.00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000065

PAGE OF  
3 9

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.05/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.05/000/2540/64/CECX62011D/573Z/3/4 to 64RA00/6100.2540/FC000000/821001.09.01.05/000/2540/64/CECX62011D/573Z Amount changed from \$58,456.00 to \$15,602.36</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/FC000000/536136.09.01.02/000/2540/64/CECX62012D/573Z Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$168,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/FC000000/536136.09.01.02/000/2540/64/CECX62011D/573Z Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/FC000000/736466.03.01.09/000/2540/64/CASX12012D/361N Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$4,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/FC000000/736466.05.01.09/000/2540/64/CASX12012D/361N Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$300.00 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA00/6100.2540/FC000000/736466.06.03.09.01/000/2540/64/CASX12012D/361N  Cost Center 64RA00  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$4,500.00</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA00/6100.2540/FC000000/736466.06.04.09/000/2540/64/CASX12012D/361N  Cost Center 64RA00  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$3,000.00</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA00/6100.2540/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z  Cost Center 64RA00  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$32,000.00</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64RA10/6100.2540/64/FC000000/269915.09.01.04/000/2540/64/CECX62010D/769Z/1/2  Cost Center 64RA10  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$1,000.00</p> <p>NEW ACCOUNTING CODE ADDED:  Account code:  64PA00/6100.2540/64/FC000000/573754.09.01.99/000/2540/64/EXPX22012D/719V/2/3  Cost Center 64PA00  GI Account 6100.2540  Order FC000000  Quantity: 0  Amount: \$755.11  Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000065

PAGE OF  
5 9

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/998368.02.09.06.11/00 0/2540/64/CECX62011D/766P/3/4 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,563.64</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/585777.08.20.10.69.0/ 1/000/2540/64/EXPX22012D/719V/4/5 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$200,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/ 3/000/2540/64/EXCX22012D/734A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$75,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2 540/64/CASX12012D/361N/1/2 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$89,853.64 FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,576,992.55
This Action:		\$ 0
NEW TOTAL	\$3,608,043.21	\$3,576,992.55
	***	***

	Contract Value	Utilized
NASA Direct Travel NTE		
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$ 0
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$2,274,899.03
<u>This Action</u>	<u>\$ 0</u>	<u>\$ 491,118.75</u>
<b>NEW TOTAL</b>	<b>\$3,680,217.26</b>	<b>\$2,766,017.78</b>
 Travel NTE	 Contract Value	 Utilized
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,417,016.73
<u>This Action</u>	<u>\$ 0</u>	<u>\$ 0</u>
<b>NEW TOTAL</b>	<b>\$1,419,528.92</b>	<b>\$ 1,417,016.73</b>

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$6,343,010.33 and CLIN 004 & 007 the sum of \$2,805,104.78 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until January 26, 2012 (CLIN 002 & 005) and April 24, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

-(End of Clause)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 | 3

2. AMENDMENT/MODIFICATION NO. 000066  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. See Schedule  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SSC  
 7. ADMINISTERED BY (If other than Item 6) CODE SSC

NASA/Stennis Space Center  
 Office of Procurement  
 Building 1100 Room 251H  
 Stennis Space Center MS 39529-6000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 A2R  
 1021 OLD MONROVIA RD  
 HUNTSVILLE AL 35806-3505

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 NNS10AA47C

10B. DATED (SEE ITEM 13)  
 04/13/2010

CODE 5SCY8 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)  
 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.
X	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:
	D. OTHER (Specify type of modification and authority)

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.)  
 This Administrative Modification is a zero dollar adjustment (Zero #64, PR# 4200423298 and Zero #55, PR# 4200423251.) All other terms and conditions remain the same.

LIST OF CHANGES:  
 Reason for Modification : Funding Only Action  
 Total Amount for this Modification: \$0.00  
 New Total Amount for this Version: \$4,265,928.67  
 New Total Amount for this Award: \$26,064,347.25  
 CHANGES FOR LINE ITEM NUMBER: 5

CHANGES FOR ACCOUNTING CODE:  
 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)  
 MARVIN L. HORNE

15B. CONTRACTOR/OFFEROR \_\_\_\_\_ 15C. DATE SIGNED \_\_\_\_\_ 16B. UNITED STATES OF AMERICA \_\_\_\_\_ 16C. DATE SIGNED  
 (Signature of person authorized to sign) \_\_\_\_\_ (Signature of Contracting Officer) \_\_\_\_\_ 1-19-2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000066

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	64RA00/6100.2540/FC000000/821001.09.01.01/000/2540 /64/CECX62011D/573Z Amount changed from \$1,122.50 to \$22.50 Percent changed from .0305 to .00061  CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.07/000/2540 /64/CECX62011D/573Z Amount changed from \$11,692.00 to \$10,892.00 Percent changed from .3177 to .29596  CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.05/000/2540 /64/CECX62011D/573Z Amount changed from \$15,602.36 to \$8,402.36 Percent changed from .42395 to .22831  CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.04/000/2540 /64/CECX62011D/573Z Account code changed from 64RA00/6100.2540/64/FC000000/821001.09.01.04/000/2 540/64/CECX62011D/573Z/4/5 to 64RA00/6100.2540/FC000000/821001.09.01.04/000/2540 /64/CECX62011D/573Z Amount changed from \$2,712.00 to \$12.00 Percent changed from .07369 to .00033  CHANGES FOR ACCOUNTING CODE: 64RA00/6100.2540/FC000000/821001.09.01.02/000/2540 /64/CECX62011D/573Z Amount changed from \$47,732.00 to \$11,332.00 Percent changed from 1.29699 to .30792  NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/736466.03.01.09/000/2 540/64/CASX12012D/361N/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$48,200.00 Percent: 1.30971 Subject To Funding: Payment Address:  CHANGES FOR LINE ITEM NUMBER: 13  Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000066

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR ACCOUNTING CODE:</p> <p>64BA22/6100.2510/FC000000/329527.01.09.8918.11/000/2510/64/CASX12011R/CASP</p> <p>Account code changed from</p> <p>64BA22/6100.2510/64/FC000000/329527.01.09.8918.11/000/2510/64/CASX12011R/CASP/8/9 to</p> <p>64BA22/6100.2510/FC000000/329527.01.09.8918.11/000/2510/64/CASX12011R/CASP</p> <p>Amount changed from \$31,000.00 to \$10,079.90</p> <p>Percent changed from 14.60263 to 1.72097</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>64BA00/6100.2510/64/FC000000/329527.01.09.9180.12/000/2510/64/CASX12012R/CASP/1/2</p> <p>Cost Center 64BA00</p> <p>GI Account 6100.2510</p> <p>Order FC000000</p> <p>Quantity: 0</p> <p>Amount: \$20,920.10</p> <p>Percent: 3.57174</p> <p>Subject To Funding:</p> <p>Payment Address:</p> <p>Delivery Location Code: SSC</p> <p>NASA/Stennis Space Center</p> <p>Stennis Space Center MS 39529-6000 USA</p> <p>FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 000067	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 5SCY8	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	10B. DATED (SEE ITEM 13) 04/13/2010

**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: \$682,700.00

**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:
	D. OTHER (Specify type of modification and authority)
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)

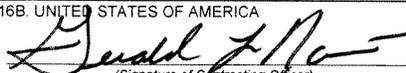
**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to implement zero dollar adjustment #67 and provide additional incremental funding (PR 4200422603, 4200423211 and 4200423287). See page 5-8 for informational summary. All other terms and conditions remain the same.

**LIST OF CHANGES:**

Reason for Modification : Funding Only Action  
Total Amount for this Modification: \$0.00  
New Total Amount for this Version: \$3,680,217.26  
New Total Amount for this Award: \$26,064,347.25  
Obligated Amount for this Modification: \$682,700.00  
New Total Obligated Amount for this Award: \$9,830,815.11  
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) Gerald Norris
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 1-23-12

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000067

PAGE OF  
2 8

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incremental Funded Amount changed: from \$7,856,137.37 to \$8,538,837.37</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$682,700.00 Incremental Funded Amount changed from \$2,766,017.78 to \$3,448,717.78</p> <p>CHANGES FOR ACCOUNTING CODE: 64RA10/6100.2540/FC000000/736466.03.01.09/000/2540/64/CASX12012D/361N Account code changed from 64RA10/6100.2540/64/FC000000/736466.03.01.09/000/2540/64/CASX12012D/361N/1/2 to 64RA10/6100.2540/FC000000/736466.03.01.09/000/2540/64/CASX12012D/361N Amount changed from \$48,200.00 to \$0.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/750271.09.01.09.02.0/3/000/2540/64/EXCX22012D/734A/1/2 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$300,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64PA00/6100.2540/64/FC000000/998368.02.09.06.11/000/2540/64/CECX62011D/766P/2/3 Cost Center 64PA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$14,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/097596.09.01.04/000/2540/64/CECX62011D/769Z/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$1,500.00</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNS10AA47C/000067

PAGE 3 OF 8

NAME OF OFFEROR OR CONTRACTOR

A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.01.08.09.02/00                      0/2540/64/CASX12012D/361N/1/2                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$200.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.03.01.09/000/2                      540/64/CASX12012D/361N/2/3                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$48,000.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.05.01.09/000/2                      540/64/CASX12012D/361N/3/4                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$18,000.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.06.03.09.01/00                      0/2540/64/CASX12012D/361N/4/5                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$7,000.00</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      64RA00/6100.2540/64/FC000000/736466.06.04.09/000/2                      540/64/CASX12012D/361N/5/6                      Cost Center 64RA00                      GI Account 6100.2540                      Order FC000000                      Quantity: 0                      Amount: \$6,000.00</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS10AA47C/000067

PAGE OF  
4 8

NAME OF OFFEROR OR CONTRACTOR  
A2R

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>NEW ACCOUNTING CODE ADDED: Account code: 64RA00/6100.2540/64/FC000000/821001.09.01.03/000/2540/64/CECX62012D/573Z/6/7 Cost Center 64RA00 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$288,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 64RA10/6100.2540/64/FC000000/821001.09.01.03/000/2540/64/CECX62011D/573Z/1/2 Cost Center 64RA10 GI Account 6100.2540 Order FC000000 Quantity: 0 Amount: \$48,200.00 FOB: Destination</p>				

INFORMATIONAL SUMMARY:

.....

1. Increase incremental funds.

BASE YEAR (May 1, 2010 – April 30, 2011)

CLIN 001 PHASE-IN

	Contract Value	Incremental Funding
Previous Action	\$0	\$0
This Action	\$0	\$0
NEW TOTAL	\$0	\$0

CLIN 002 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,608,043.21	\$3,576,992.55
This Action:		\$ 0
NEW TOTAL	\$3,608,043.21	\$3,576,992.55
	***	***

NASA Direct Travel NTE	Contract Value	Utilized
Previous Action	\$15,766.34	\$6,089.35

This is a not to exceed amount (included in CLIN 002 total value) and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 003 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 004 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE)(28%)	\$1,391,461.25	\$1,388,088.05
This Action:		\$ 0
NEW TOTAL	\$1,391,461.25	\$1,388,088.05

.....

**OPTION YEAR 1 (May 1, 2011 – April 30, 2012)**

CLIN 005 NASA DIRECT LABORATORY SERVICES

	Contract Value	Incremental Funding
Previous Action (72%) (Includes NTE 30K for travel)	\$3,680,217.26	\$2,766,017.78
<u>This Action</u>	<u>\$ 0</u>	<u>\$ 682,700.00</u>
 NEW TOTAL	 \$3,680,217.26	 \$2,448,717.78
 Travel NTE	 Contract Value	 Utilized
	\$15,766.34	\$9,363.10

This is a not to exceed amount and the utilized column will be updated monthly to reflect the dollars utilized.

CLIN 006 TRAVEL FOR NASA DIRECT WORK (DELETED PER MODIFICATION 003)

CLIN 007 DEMAND WORK

	Contract Value	Incremental Funding
Previous Action (NTE) (28%)	\$1,419,528.92	\$ 1,417,016.73
<u>This Action</u>	<u>\$ 0</u>	<u>\$ 0</u>
 NEW TOTAL	 \$1,419,528.92	 \$ 1,417,016.73

.....  
 CONTRACT FUNDING (NFS Clause 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989) is hereby revised as follows:

(a) Of the total price of items for CLIN 002 & 005, the sum of \$7,025,710.33 and CLIN 004 & 007 the sum of \$2,805,104.78 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: TBD	Amounts: TBD

(b) The Contractor agrees to perform or have performed work on the items 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 from time to time 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 until March 28, 2012 (CLIN 002 & 005) and April 24, 2012 (CLIN 004 & 007).

(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.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

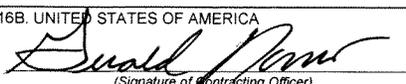
(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

-(End of Clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000068		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC	7. ADMINISTERED BY (If other than Item 6) NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000	CODE SSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) A2R 1021 OLD MONROVIA RD HUNTSVILLE AL 35806-3505		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 5SCY8 FACILITY CODE			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNS10AA47C	
			10B. DATED (SEE ITEM 13) 04/13/2010	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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				
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
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:			
	D. OTHER (Specify type of modification and authority)			
X	Unilateral - NFS 1852.232-77 Limitation of Funds Fixed Price Contract (Mar 1989)			
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 of this modification is to correct the incremental funding amount, identified in Modification 000067, for CLIN 005 as follows:  From: \$2,448,717.78  To: \$3,448,717.78  All other terms and conditions remain unchanged.				
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)		
		Gerald Norris		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)			1-25-12	
		(Signature of Contracting Officer)		