

2. Amendment/Modification No. P00025	3. Effective Date 2004SEP15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-AQ-ABGB JOSEPH H. SMITH (586)574-6987 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SMITHJH@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040	Code	S4404A
			SCD C PAS NONE ADP PT HQ0339		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA ROAD SAN ANTONIO, TX. 78238-0510  TYPE BUSINESS: Other Nonprofit	<input 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. DAAE07-00-C-L036
Code 26401 Facility Code		10B. Dated (See Item 13) 2000AUG11

**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 amendments; (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 ACKNOWLEDGMENT 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 SECTION G

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: 6

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) Per Spec. Prov. H.24.5	

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 SECOND PAGE FOR DESCRIPTION

Contract Expiration Date: 2006AUG10

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) WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093		
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed  2004SEP15

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN DAAE07-00-C-L036

MOD/AMD P00025

**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

## SECTION A - SUPPLEMENTAL INFORMATION

CONTRACTOR: Propulsion Research, Development and Engineering

PURPOSE OF THIS MODIFICATION: To Exercise an Option and Provide Additional Cost under CLIN 0004 for 46 Man-hours of Effort Under WD 011, Rev 04 and Under CLIN 0005 for 304 Man-hours Under New WD 014

PREVIOUS CONTRACT VALUE: \$3,574,540.00

AMOUNT THIS ACTION: \$ 40,990.00

TOTAL CONTRACT VALUE: \$3,615,530.00

This Unilateral Agreement, Modification P00025, incorporates the following into Contract DAAE07-00-C-L036:

## A. CLIN 0004:

The Government Exercises an Option under CLIN 0004 for 46 man-hours of additional Propulsion Research, Development and Engineering services, in accordance with Special Contract Requirement H.24.5 and provides additional cost for this effort. This action is broken out as Estimated Cost of \$5,470.00 and Fixed Fee of \$276.00, totaling \$5,746.00 for the work effort, described in WD 011, Rev.04.

1. CLIN 0004's Contract Value's are changed as follows and incorporated into Section B:

	<u>PRIOR</u> <u>AMOUNTs</u>	<u>NEW</u> <u>WORK</u>	<u>FINAL CLIN</u> <u>0004 AMOUNT</u>
Estimated Cost:	\$356,352.00	\$5,470.00	\$361,822.00
Fixed Fee:	\$ 19,117.00	\$ 276.00	\$ 19,393.00
Total Amount:	\$375,469.00	\$5,746.00	\$381,215.00
LOE Man-Hours:	3,236 Man-hours	46 Man-hours	3,282 Man-hours

2. The Government increases the Level-of-Effort in the Section B, Continuation Sheet, under CLIN 0004, up to which the contractor is authorized to work by 46 Man-hours from 3,236 to 3,282 man-hours.

## B. CLIN 0005:

The Government Exercises an Option under CLIN 0005 for 304 man-hours of additional Propulsion Research, Development and Engineering services, in accordance with Special Contract Requirement H.24.5 and provides additional cost for this effort. This action is broken out as Estimated Cost of \$33,420.00 and Fixed Fee of \$1,824.00, totaling \$35,244.00 for the work effort, described in WD 014.

1. CLIN 0005's Contract Value's are changed as follows and incorporated into Section B:

	<u>PRIOR</u> <u>AMOUNTs</u>	<u>NEW</u> <u>WORK</u>	<u>FINAL CLIN</u> <u>0005 AMOUNT</u>
Estimated Cost:	\$75,933.00	\$33,420.00	\$109,353.00
Fixed Fee:	\$ 4,327.00	\$ 1,824.00	\$ 6,151.00
Total Amount:	\$80,260.00	\$35,244.00	\$115,504.00
LOE Man-Hours:	791 Man-hours	304 Man-hours	1,095 Man-hours

2. The Government increases the Level-of-Effort in the Section B, Continuation Sheet, under CLIN 0005, up to which the contractor is authorized to work by 304 Man-hours from 791 to 1,095 man-hours.

C. SECTION G - Contract Administration Data:

The attached Section G page is hereby added to the contract incorporating the new accounting and appropriation data into the contract.

D. SECTION H - Special Provisions:

Paragraph H.24.4, Option 5, The number of man-hours available to call up under Option 5 is decreased by 350 man-hours from 37,576 man-hours to 37,226 man-hours.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-C-L036 <b>MOD/AMD</b> P00025	<b>Page</b> 3 <b>of</b> 10
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**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

E. As a result of this Modification P00025:

The Total Amount Obligated amount of the contract is increased by \$40,990.00 from \$3,574,540.00 to \$3,615,530.00. Except as provided herein, all terms and conditions of Contract DAAE07-00-C-L036 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 023 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE07-00-C-L036 MOD/AMD P00025

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DEV INTAKE MANIFOLD AVL-521 DIESEL ENG</u></p> <p>NOUN: MOD 23&amp;25, WD 11 REV 03 &amp;04                      SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in the approved Work Directives and in Section C, Scope of Work.</p> <p>Awarded LEVEL-OF-EFFORT: 3,282 Man-hours *</p> <p>* Changed by Mod P00025</p> <p>(End of narrative B001)</p>			<p>* Estimated Cost: \$361,822                      * Fixed Fee: \$ 19,393                      * Total Amount: \$381,215</p>	



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** DAAE07-00-C-L036 **MOD/AMD** P00025

**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>PROCUREMENT APPROPRIATION ARMY (PAA) FUNDED</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in the approved Work Directives and in Section C, Scope of Work. CLIN 0005 accounts for the PROCUREMENT APPROPRIATION ARMY (PAA) funded Option man-hours awarded or exercised in accordance with Special Provision H.21 under the Contract.</p> <p>Awarded LEVEL-OF-EFFORT: 1,095 Man-hours *</p> <p>* Changed by Mod P00025</p> <p>(End of narrative B001)</p>			<p>* Estimated Cost: \$109,353.00</p> <p>* Fixed Fee: \$ 6,151.00</p> <p>* Total Amount: \$115,504.00</p>	



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE07-00-C-L036

**MOD/AMD** P00025

**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0004AE	R342C303R3 611102F2211	AY	2 42C303	\$	3,700.00	\$	5,746.00	\$	9,446.00
0005AC	J642D587J6 51108309008 A14P50081CJ6	BA	2 4ZHT12	\$	0.00	\$	35,244.00	\$	35,244.00
					NET CHANGE	\$	40,990.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AY	21 42040000046N6N7EP611102255Y S2011342C303	W56HZV	\$ 5,746.00
Army	BA	21 42035000041C1C03P511083252G S2011342D587	W56HZV	\$ 35,244.00
NET CHANGE				\$ 40,990.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 3,574,540.00	\$ 40,990.00	\$ 3,615,530.00

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## SPECIAL PROVISIONS

H.21 Qualified Contractor personnel:

H.21.1 "Contractor Personnel", as intended by this section, includes both those directly employed by the Contractor, plus any subcontractor personnel who provide direct level of Effort toward authorized Work Directives.

H.21.2 The successful offeror who is awarded this contract shall report turnover in key personnel positions to the Contracting Officer's Technical Representative (COTR) and Procuring Contracting Officer (PCO) (by letter), along with the resume of the proposed replacements.

H.22 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this Contract. Communications pertaining to Contractual administrative matters will be addressed to him. No changes in or deviation from the statement of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer.

H.23 Unauthorized Automated Data Processing (ADP) Costs: The Contractor shall not procure or lease ADP Equipment (ADPE) under this contract without requesting and obtaining the written approval of the PCO. Any costs incurred by the Contractor for such ADP purchase or lease without the necessary approvals will be unallowable. At this time, the Government does not intend to facilitate any offeror with ADPE under this Contract, or to reimburse any direct cost for its acquisition, lease or maintenance. "ADPE" is defined at Federal Acquisition Regulation (FAR) Clause 31.001.

H.24 Options for Additional Level-of-Effort

H.24.1 Option 1: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 28,611\* manhours at an estimated cost of \$68.37\_per hour and a fixed fee of \$5.31 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twelve (12) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from exercise of the latest increment.

H.24.2 Option 2: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 36,227\* manhours at an estimated cost of \$70.47 per hour and a fixed fee of \$5.47 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twenty-four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

H.24.3 Option 3: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 39,778\* manhours at an estimated cost of \$72.71 per hour and a fixed fee of \$5.65 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than thirty-six (36) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

H.24.4 Option 4: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 39,606\* manhours at an estimated cost of \$75.00 per hour and a fixed fee of \$5.83 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than forty-eight (48) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

H.24.5 Option 5: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of \*\*37,226\* manhours at an estimated cost of \$77.32 per hour and a fixed fee of \$6.00\_per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

\* Plus any direct charge administrative support.

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H.25 Failure to exercise any portion of an option does not negate the Government's right to unilaterally exercise any portion of any follow-on option.

H.26 Services to be Performed

The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein and as further defined in Work Directive signed by the Contracting officer. This is to insure that the policies in Office of Federal Procurement Policy (OFAY) Policy Letter 92-1 and Department of Defense (DOC) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to insure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation. The parties agree that the Contractor personnel rendering the services under this contract are not subject either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationship between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the Scope of Work Directive signed by the Contracting Officer.

H.27 (TACOM) SPECIAL BILLING AND PAYING INSTRUCTIONS, BASED ON ACRN  
(MAR 2000)

(a) This contract currently is funded (or later will be funded) by two or more separate customers or appropriations, as shown in Section B of the contract by the presence of more than one Accounting Classification Reference Number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. (ACRNs refer to long-line accounting classifications that are given in full in Section G of the contract.)

(b) In order for disbursements under the contract to be paid appropriately, the following requirements apply to the contractor and the paying office:

(c) The CONTRACTOR: in addition to showing a total amount on each voucher and invoice for payment, the contractor also shall:

(1) specify the CLIN(s) and ACRN(s) against which payment is requested, and also

(2) show a breakdown of the corresponding subtotal amounts that apply to each specified CLIN and ACRN.

In the following illustration, the contractor is invoicing a total of \$300,000, of which \$50,000 applies to performance against CLIN 0001 (ACRN AA), \$135,000 relates to performance against CLIN 0002 (ACRN AB), and \$115,000 relates to performance against CLIN 0004 (which also cites ACRN AA). This invoice would include the following information.

TOTAL INVOICE AMOUNT: \$300,000, of which  
\$50,000 applies to CLIN 0001 (ACRN AA)  
\$135,000 applies to CLIN 0002 (ACRN AB)  
\$115,000 applies to CLIN 0004 (ACRN AA)

(d) The PAYING OFFICE: shall review each invoice or payment voucher received against the contract, and shall make payment against only those ACRN(s) specified on the invoice. If an invoice or voucher received against the contract does not contain the required identification of the CLIN and ACRN against which payment applies, or if the specified sub-totals do not sum to the total amount invoiced, such invoice shall NOT be deemed a proper or complete invoice. Such invoice shall be returned to the contractor for correction and resubmission, with an information copy furnished to the Administrative Contracting Officer (ACO).

\*\* Changed By Modification P00025

\*\*\* END OF NARRATIVE H 002 \*\*\*