

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

Page 1 Of 17

2. Amendment/Modification No. P00058	3. Effective Date 2013SEP23	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By U.S. ARMY CONTRACTING COMMAND ANDREW POMORSKI WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ANDREW.G.POMORSKI@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DALLAS 600 N PEARL STREET SUITE 1630 DALLAS TX 75201-2843	Code S4402A
--	----------------	---	----------------

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA RD SAN ANTONIO, TX 78238-5166	<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. W56HZV-09-C-0100
	<input type="checkbox"/>	10B. Dated (See Item 13) 2009FEB06
Code 26401	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 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 (IF APPLICABLE)

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

<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) Section H.1 & FAR 17.207	

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

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) LYNN M. BYRNE LYNN.M.BYRNE@US.ARMY.MIL (586)282-6553	
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 2013SEP23

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 17**

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANDREW POMORSKI
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-4465
Type of Contract: Cost Plus Fixed Fee
Kind of Contract: Research and Development Contracts
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Weapon System: No Identified Army Weapons Systems

*** End of Narrative A0000 ***

Modification P00058

PREVIOUS AMOUNT OF CONTRACT: \$29,016,044.47
AMOUNT OF THIS ACTION: \$ 239,609.22
TOTAL CONTRACT AMOUNT: \$29,255,653.69

1. This Modification P00058 to contract W56HZV-09-C-0100 is a bilateral supplemental agreement to exercise additional option hours.
2. The purpose of this modification is to:
 - a. Exercise an option for 1,645 hours in accordance with Section H.1.5 to support the work added by WD 020 Rev 002 and WD 030.
 - b. Add material/ODC and travel funding for the work added by WD 020 Rev 002 and WD 030.
 - c. Extend the period of performance (PoP) for WD 020 Rev 002 from 12 December 2013 to 29 August 2014.
 - d. Extend the PoP for WD 022 from 19 September 2013 to 28 February 2014 through the issuance of revision 001.

3. The new total level-of-effort (hours) awarded on the contract is increased as follows:

PREVIOUS AMOUNT OF EFFORT: 202,473.16 HOURS
CHANGE THIS MOD: 1,645.00 HOURS
NEW LEVEL OF EFFORT: 204,118.16 HOURS

4. WD 030, WD 022 Rev 001 and WD 020 Rev 002 will be provided to the contractor under separate cover.
5. The parties agree to a total estimated amount of \$169,579.22 for WD 030 (contractor proposal number 08-53552BO dated 20 August 2013 for WD 030).
6. The parties agree to increase the level-of-effort hours for WD 020 Rev 002 by 525 hours. In consideration for authorizing the additional hours 440 hours as requested by the contractor, the parties agree that the hours shall be billed at cost only no fee. No additional funding is obligated for these 440 hours. The remaining 85 hours will be billed as cost and fee at a total estimated amount of \$70,030.00 (contractor proposal numbers 08-53552BL and 08-53552AY-2 both dated 19 August 2013).
7. The parties agree to a total estimated amount of \$239,609.22 for changes set forth in this modification as follows:
 - a. LABOR FUNDING:
 - i. WD 020 Rev 002 Total \$10,152.00 (Est. Cost \$9,186.00 + Fixed Fee \$966.00) for 85 level of effort hours.
 - ii. WD 030 - Total \$139,279.22 (Est. Cost \$130,336.22 + Fixed Fee \$8,943.00) for 1,120 hours at a composite hourly rate of \$124.35 (Est. Cost \$116.37 + Fixed Fee \$7.98).
 - b. MATERIAL/ODC FUNDING:
 - i. WD 020 Rev 002 Total \$57,954.00 (Cost Only No Fee)
 - ii. WD 030 Total \$25,857.00 (Est. Cost \$24,188.00 + \$1,669.00).
 - c. TRAVEL FUNDING:

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 17
	PIIN/SIIN W56HZV-09-C-0100	MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

i. WD 020 Rev 002 Total \$1,924.00 (Cost Only).

ii. WD 030 Total \$4,443.00 (Cost Only).

6. As a result of this modification, the contract is revised as follows:

a. Section B:

i. Section B.7.4 narrative is updated to include the composite hourly rate and hourly fixed fee applicable to WD 030.

ii. CLIN 0001 - The narrative for CLIN 0001 is revised to reflect the addition of \$228,031.22 in estimated cost and \$11,578.00 in fixed fee for WD 30 and WD 020 Rev 002. The awarded level of effort is increased by 1,645 hours.

iii. Sub-CLIN 0001BM - Established on Modification P00042 in the amount \$645,561.00 cost & fee. This modification P00058 is to increase the level-of-effort hours on this Sub-CLIN for WD 020 Rev 002 by 440 hours at no additional cost to the government or funding to Sub-CLIN 0001BM. 440 hours will be billed at cost only no fee.

iv. Sub-CLIN 0001CM - Established and funded in the amount of \$10,152.00 (Est. Cost \$9,186.00 + Fixed Fee \$966.00) for 85 labor hours for WD 020 Rev 002. Funded from PWD R33KJ083R3, ACRN BF.

v. Sub-CLIN 0001CN - Established and funded in the amount of \$57,954.00 (Cost Only No Fee) for material/other direct costs for WD 20 Rev 002. Funded from PWD R33KJ083R3, ACRN BF.

vi. Sub-CLIN 0001CP - Established and funded in the amount of \$1,924.00 (Cost Only) for travel costs WD 20 Rev 002. Funded from PWD R33KJ083R3, ACRN BF.

vii. Sub-CLIN 0001CQ - Established and funded in the amount of \$139,279.22 (Est. Cost \$130,336.22 + Fixed Fee \$8,943.00) for 1,120 labor hours at the composite rate stated in Section B.7.4 for WD 30. Funded from PWD R33KJ068R3, ACRN BG.

viii. Sub-CLIN 0001CR - Established and funded in the amount of \$25,857.00 (Est. Cost \$24,188.00 + Fixed Fee \$1,669.00) for material/other direct costs for WD 30. Funded from PWD R33KJ068R3, ACRN BG.

IX. Sub-CLIN 0001CS - Established and funded in the amount of \$4,443.00 (Cost Only) for travel costs for WD 30. Funded from PWD R33KJ068R3, ACRN BG.

b. Section G: The accounting data is updated to reflect the applicable changes in funding noted above.

c. Section H:

i. The amount of option hours exercised to date as shown in H.1.5 is increased by 1,645 hours from 202,473.16 to 204,118.16.

ii. The amount of option hours available for exercise as shown in H.1.5 is decreased by 1,645 hours from 47,526.84 to 45,881.84.

7. As a result of this modification P00058, the total amount obligated to contract W56HZV-09-C-0100 is increased by \$239,609.22 from \$29,016,044.47 to \$29,255,653.69.

8. Except as specifically stated above, all other terms and conditions of contract W56HZV-09-C-0100 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0061 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0100 MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES - PRICED</u></p> <p>The contractor shall furnish all the supplies and services to accomplish the tasks specified in approved Work Directives to the Level-of-Effort stated in the Work Directives and in accordance with Section C. Scope of Work. CLIN 0001 includes the initial award of 9,454 man-hours along with any RDT&E funded Option man-hours, exercised in accordance with Special Provision paragraph H.1.</p> <p style="text-align: right;">ESTIMATED COST: \$27,173,242.25* FIXED FEE: 2,057,761.44* TOTAL AMOUNT: \$29,231,003.69*</p> <p>AWARDED LEVEL-OF-EFFORT (for all Sub CLINs under 0001 only): 203,884.66* Man-Hours</p> <p>* Changed by Mod P00058</p> <p style="text-align: center;">(End of narrative B001)</p>				
0001BM	<p><u>WD 020</u></p> <p>GENERIC NAME DESCRIPTION: SWRI DP-12-083 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R322C062R3 PRON AMD: 02 ACRN: AT AMS CD: 622601H7700 PSC: AZ11</p> <p>CLIN 0001BM is established by Modification P00042.</p> <p>The funding authorized under this CLIN is for the work specified by WD 020.</p> <p>Est. Cost: \$626,938.00 Fee: \$18,623.00 Total Est. Cost: \$645,561.00</p> <p>WD 020 1691 Hours WD 020 Rev 002 440 Hours* Total 2,131 Hours</p> <p>* Changed by Mod P00058</p>	1	LO		\$ 645,561.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0100 MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>PRON: R33KJ083R3 PRON AMD: 01 ACRN: BF AMS CD: 6330005441 PSC: AD52</p> <p>CLIN 0001CN is established by Modification P00058.</p> <p>The funding authorized under this CLIN is for the material/other direct costs for the work specified by WD 020 Rev 002.</p> <p>This is a cost CLIN only.</p> <p>Est. Cost: \$57,954.00 Fee: \$0.00 Total Est. Amt: \$57,954.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>29-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 57,954.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	29-AUG-2014				
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001 1	29-AUG-2014										
0001CP	<p><u>WORK DIRECTIVE 020 REV 002 - TRAVEL (COST ONLY)</u></p> <p>GENERIC NAME DESCRIPTION: ENGINE TESTING CLIN CONTRACT TYPE: Cost No Fee</p> <p>PRON: R33KJ083R3 PRON AMD: 01 ACRN: BF AMS CD: 6330005441 PSC: AD52</p> <p>CLIN 0001CP is established by Modification P00058.</p> <p>The funding authorized under this CLIN is for the travel costs for the work specified by WD 020 Rev 002.</p> <p>This is a cost only CLIN.</p> <p>Est. Cost: \$1,924.00 Fixed Fee: \$0.00 Total Est. Cost: \$1,924.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ 1,924.00						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0100 MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	WD 030. Est. Cost: \$24,188.00 Fixed Fee: \$ 1,669.00 Total Est. Cost: \$25,857.00 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 25-SEP-2014 \$ 25,857.00				
0001CS	<u>WORK DIRECTIVE 030 - TRAVEL (COST ONLY)</u> GENERIC NAME DESCRIPTION: Fuel Maps for GEP 6. CLIN CONTRACT TYPE: Cost No Fee PRON: R33KJ068R3 PRON AMD: 01 ACRN: BG AMS CD: 633005441 PSC: AD52 CLIN 0001CS is established by Modification P00058. The funding authorized under this CLIN is for the travel costs for the work specified by WD 030. This is a cost only CLIN. Est. Cost: \$4,443.00 Fixed Fee: \$0.00 Total Est. Cost: \$4,443.00 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 25-SEP-2014 \$ 4,443.00	1	LO		\$ 4,443.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0100 MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0002	SCPL RAMD SPT										
0002AA	<p>WD 022 _____</p> <p>GENERIC NAME DESCRIPTION: SCPL RAMD SPT CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R322J012R3 PRON AMD: 03 ACRN: AU AMS CD: 13519700000</p> <p>CLIN Added by Modification P00044</p> <p>This CLIN is a Cost-Plus-Fixed-Fee LOE The funding authorized under this CLIN is for the work specified in WD 022.</p> <p>WD 022: 233.50 Man-hours</p> <p>Est. Cost: \$22,142 <u>Fixed Fee: 2,508</u> Total Est. Cost: \$24,650</p> <p>* Changed by Mod P00058</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001 1</td> <td>28-FEB-2014</td> </tr> </table> <p style="text-align: right;">\$ 24,650.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001 1	28-FEB-2014	1	LO		\$ 24,650.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001 1	28-FEB-2014										

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

Page 10 of 17

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE**B.1 Estimated Cost, Fixed Fee and Payment**

B.1.1 The estimated cost for the performance of the work under this contract is set forth in Section B. In consideration of performance of the work specified under CLINs 0001, 0002, 0003 and 0004, the Government anticipates paying the Contractor the Total Estimated Cost amounts shown. The amount shown initially includes only the basic effort, and will be revised by the Government to incorporate any option exercise. The total estimated cost and fixed fee shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Costs", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The Contractor will be paid the total fixed fee stated in Section B opposite the CLIN exercised for the performance of labor effort under the contract clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost (including the cost only material requirements) shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", FAR 52.216-7.

B.2 Material

B.2.1 Material shall be defined as set forth in FAR 31.205-26. *

B.3 Overruns/Underruns

B.3.1 In general, the Government will address both overruns and underruns via the "Limitation of Cost" General Provision and "Work Directive Limitation of Cost" Special Provision of the contract. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun can be used to offset those projecting an underrun.

B.4 Funding

B.5.1 The Contractor shall notify the Government in accordance with the Contract Clause hereto entitled "LIMITATION OF COST" and "Work Directive Limitation of Cost Clause", whenever he has reason to believe that the funds allotted to this Contract by Work Directive are either insufficient or excessive for the performance of the work required.

B.6 Rate Schedule Work Directives 001-023

B.6.1 For Option hours exercised, dollars will be obligated against the contract in accordance with the rate schedule set forth below.

B.6.2 If the date of option is exercised falls on or between:	The applicable Hourly Rate is:		
	Est. Cost	Fee	Total
Award thru 30 Sep 2009	\$142.52	\$9.87	\$152.39
1 Oct 2009 thru 30 Sep 2010	\$146.57	\$10.15	\$156.72
1 Oct 2010 thru 31 Sep 2011	\$150.65	\$10.44	\$161.09
1 Oct 2011 thru 30 Sep 2012	\$155.03	\$10.74	\$165.77
1 Oct 2012 thru 30 Sep 2013	\$159.42	\$11.05	\$170.47
1 Oct 2013 thru 30 Sep 2014	\$163.94	\$11.36	\$175.30
1 Oct 2014 thru 30 Sep 2015	\$168.55	\$11.68	\$180.23
1 Oct 2015 thru 30 Jan 2016	\$173.32	\$12.01	\$185.33

B. 7 Labor Hours, Labor Dollars, and Labor Fee - Work Directive (WD) 024 Forward

B.7.1 Each WD going forward under this contract will have its own individual composite rate based on the labor mix proposed for the particular work directive. The contractor shall propose the labor categories and hours it feels are necessary to complete the WD scope of work. The contractor shall propose the applicable indirect rates and fee against the labor dollars. The Government will consider the proposed fee reasonable so long as it is consistent with the intent of the base award and equates to a percentage equal to or less than the hourly fee/estimated cost ratio agreed to in paragraph B.6.2 of the contract.

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

Page 11 of 17

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

B.7.2 Upon agreement of the labor hours and dollars, the Government will take the total labor dollars (less fee and Facilities Capital Cost of Money) agreed to for the WD divided by the total hours agreed to for the WD to establish a composite direct labor rate for the WD. This new composite rate will be incorporated into paragraph B.7.4 Rate Schedule Work Directive 024 Forward and will be used to add any additional work to the WD in the future.

B.7.3 The total fee dollars agreed to for labor on the work directive will be divided by the total hours agreed to for the work directive to establish a composite hourly fee rate to be included in the paragraph

B.7.4. The contractor shall then bill labor hours at the actual direct labor rate incurred for each labor category, but shall bill the fee at the newly established composite hourly fee rate established for the WD. The contractor shall only be entitled to the fee earned for each hour actually worked, as is the case for any level-of-effort contract. The Government will establish and fund a labor CLIN for each work directive. Material, Travel, and ODC will be funded on separate CLINs.

B.7.4 Rate Schedule Work Directive 024 Forward the applicable hourly labor rate is:

Work Directive No (Fill in)	Est. Cost \$	Fee \$	Total \$
WD 024	\$106.93	\$7.33	\$114.26
WD 025	\$102.59	\$7.02	\$109.61
WD 026	\$92.83	\$6.37	\$99.20
WD 031	\$100.16	\$6.87	\$107.03
WD 028	\$102.12	\$7.01	\$109.13
WD 030	\$116.37	\$7.98	\$124.35

B.8 Material & ODC Dollars and Fee - WD 024 Forward

B.8.1 The Government agrees to accept a reasonable fixed fee on material and ODCs, excluding travel and FCCOM. The Government understands that the base contract composite hourly fee rate included material and ODCs in the calculation, and will therefore consider the proposed fee reasonable so long as it keeps with the intent of the base award and equates to a percentage equal to or less than the hourly fee/estimated cost ratio agreed to in paragraph B.6.2 of the contract. The Governments basis for excluding travel from the application of a fixed fee is that there is no risk associated with travel that will warrant additional fixed fee.

B.8.2 The Material and ODC amount will be established on a single CLIN and include a breakout in the CLIN narrative for estimated cost and fixed fee. The contractor shall be entitled to that stated fixed fee regardless of the costs incurred. The fixed fee will not change whether the costs incurred are lower than awarded. The contractor shall not incur costs in excess of the estimated costs stated on the CLIN. Any additional material/ODC funding added to the contract due to overruns will be on a cost-only basis. No additional fee will be provided. If there is a scenario where a revision to the WD is requested that requires additional materials/ODCs, then additional fee could be proposed and negotiated for the change.

B.9 Travel Dollars - WD 024 Forward

B.9.1 Travel dollars awarded will be awarded as cost only, no fee and will be established on a separate CLIN.

B.10 Excess Funding

B.10.1 If excess funding is available on the Material/ODC or Travel CLINs, and additional funding is needed for labor, funding could be reallocated from the Material/ODC or travel CLINs.

*** END OF NARRATIVE B0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 12 of 17

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u> <u>GFEBs ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/ DECREASE</u>	<u>CUMULATIVE AMOUNT</u>
0001CM	R33KJ083R3 6330005441	1	R.0005718.1.21	BF \$	0.00 \$	10,152.00 \$	10,152.00
0001CN	R33KJ083R3 6330005441	1	R.0005718.1.21	BF \$	0.00 \$	57,954.00 \$	57,954.00
0001CP	R33KJ083R3 6330005441	2	R.0005718.1.21	BF \$	0.00 \$	1,924.00 \$	1,924.00
0001CQ	R33KJ068R3 633005441	1	R.0005718.1.19	BG \$	0.00 \$	139,279.22 \$	139,279.22
0001CR	R33KJ068R3 633005441	1	R.0005718.1.19	BG \$	0.00 \$	25,857.00 \$	25,857.00
0001CS	R33KJ068R3 633005441	2	R.0005718.1.19	BG \$	0.00 \$	4,443.00 \$	4,443.00
NET CHANGE						\$ 239,609.22	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
BF	021 201320142040 A60FL 633005441RK20 2550 L034684137 R.0005718.1.21	021001 \$ 70,030.00
BG	021 201320142040 A60FL 633005441RK20 2550 L034601674 R.0005718.1.19	021001 \$ 169,579.22
NET CHANGE		\$ 239,609.22

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 29,016,044.47	\$ 239,609.22	\$ 29,255,653.69

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	
0001CM	BF	021 201320142040 A60FL 633005441RK20	2550 L034684137 R.0005718.1.21 021001
0001CN	BF	021 201320142040 A60FL 633005441RK20	2550 L034684137 R.0005718.1.21 021001
0001CP	BF	021 201320142040 A60FL 633005441RK20	2550 L034684137 R.0005718.1.21 021001
0001CQ	BG	021 201320142040 A60FL 633005441RK20	2550 L034601674 R.0005718.1.19 021001
0001CR	BG	021 201320142040 A60FL 633005441RK20	2550 L034601674 R.0005718.1.19 021001
0001CS	BG	021 201320142040 A60FL 633005441RK20	2550 L034601674 R.0005718.1.19 021001

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

Page 13 of 17

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTIONS

H.1.1 The Government reserves the right to unilaterally require additional work effort to be provided under this contract. This work effort is described in the contract Scope of Work, Section C, and more specifically by Work Directives. The price for such option work shall be set forth in Section B of the contract. Options may be exercised by the Government at any time after contract award, but not later than the performance completion date of the contract, as described in Section F.

H.1.1.1 The Estimated Cost, Fixed Fee and Manhours awarded for R&D funded Level-of-Effort will be stated in CLIN 0001 of Section B.

H.1.1.2 The Estimated Cost, Fixed Fee and Manhours awarded for OMA funded Level-of-Effort will be stated in CLIN 0002 of Section B.

H.1.1.3 The Estimated Cost, Fixed Fee and Manhours awarded for AWCF funded Level-of-Effort will be stated in CLIN 0003 of Section B.

H.1.1.4 The Estimated Cost, Fixed Fee and Manhours awarded for PAA funded Level-of-Effort will be stated in CLIN 0004 of Section B.

H.1.2 The Government will have the unilateral right to call-up 250,000 man-hours, level of effort, and place the hours under the appropriate CLIN in Section B, depending on the funding type, at an estimated cost and fixed fee as set forth in Section B.6.2.

H.1.3 The Government may exercise the Option in more than one increment, but the total man-hours added to the contract by the exercise of Option shall not exceed 250,000 man-hours.

H.1.4 The Estimated Cost per hour specified in paragraph H.1.2, above, contains Zero (0) amount for overtime premium. The amount of overtime costs authorized in FAR 52.222-2 in Section I shall be increased by this amount for every hour added by the exercise of this Option.

H.1.5 The option hours exercised to date are 204,118.16 hours. Option hours available for exercise are 45,881.84.

H.2 SERVICES TO BE PERFORMED

H.2.1 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. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure 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.

H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, Government Employees. All documents or reports produced by Contractors are to be suitably marked as Contractor products. The contractor shall not be reimbursed for any work that is outside the Scope of Work as set forth in either this work directive or contract.

H.3 RENT FREE USE OF GOVERNMENT FACILITIES

The Government authorizes the contractor the rent free, non-interference use of facilities and equipment accountable under Facilities Contract DAAB07-95-E-9001 for the performance of work under Contract W56HZV-09-C-0100.

H.4 GENERAL PURPOSE HARDWARE:

H.4.1 Acquisition of general purpose computer hardware, software and associated peripherals shall not under any circumstances be direct charged to the contract without the express written approval of the Government Contracting Officer. In the absence of this specific authorization, these items shall be charged only on an indirect basis.

H.4.2 The Contracting Officer hereby authorizes SWRI to acquire the following General Purpose Computer Hardware and direct charge it to the contract: NONE

H.5 The Southwest Research Institute Subcontracting Plan for Small Business and Small Disadvantaged Business Concerns and Women-Owned Business Concerns, dated 29 August 2008, for Solicitation W56HZV-08-R-0689, SWRI Proposal No. 08-53552, is approved by the contracting officer and is incorporated into this contract by reference.

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

H.6 FACILITY MAINTENANCE:

The contractor shall provide facility maintenance for the Government facilities and equipment under this contract, as described and authorized by Contract DAAE07-95-E-9001. Facility maintenance includes maintenance of Government-owned facilities and equipment at SWRI and accountable under Contract DAAE07-95-E-9001; the furnishing of all utility services such as water and electricity; minor building and equipment repair and emergency repairs to the facilities. With approval of the Government Contracting Officer, the following may also be included: new equipment purchases; installation of the new equipment; equipment replacement; facility repair, other than minor repairs, and rehabilitation. The contractor shall charge all other work effort performed with or by the facility a prorata share of the facility maintenance costs. The contractor shall report the facility maintenance costs in the Contractors Progress, Status and Management Report.

H.7 GOVERNMENT-FURNISHED EQUIPMENT

The following GFE is accountable to Contract W56HZV-09-C-0100 and is provided specifically for its intended use as outlined in the individual Work Directives. GFE is to be returned to the Government upon the Contractor's completion of the effort which dictates use of said GFE.

- one (1) HMMWV (Desert Camo)
S/N: 008854
NSN: 2320-01-107-7155
Acq. Value: \$34,735
(This vehicle is on loan from the Marine Logistics Center, Albany, Georgia)
- one (1) HMMWV (Woodland Camo)
S/N: 180209
NSN: 2320-01-380-8604
Acq. Value: \$34,735
(This vehicle is on loan from TACOM, Warren, Michigan)
- one (1) M1078 Cargo Truck
S/N: A-T013893BFAK
Acq. Value: \$102,600
(This vehicle is on loan from US Army/BAE Contract DAAE07-03-C-S023. Accountability shall revert back to Contract DAAE07-03-C-S023 NLT 24 months after award of Modification P00017 to this Contract W56HZV-09-C-0100)
- one (1) prototype vehicle commonly referred to as "PEGASUS"
S/N: 4258500
Acq. Value: Prototype/Unknown
(Accountability of this vehicle was transferred to this contract from US Army/BAE Contract DAAE07-00-C-L054)
- one (1) Generator Set, 30KW
S/N: HX 37756
NSN: 6115-01-461-9335
Acq. Value: \$26,705.20
(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)
- one (1) Generator Set, 30KW
S/N: HX 37762
NSN: 6115-01-461-9335
Acq. Value: \$26,705.20
(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)
- one (1) Generator Set, 15KW
S/N: FZ 61946
NSN: 6115-01-530-1458

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

Page 15 of 17

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

Acq. Value: \$20,000.00

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 15KW

S/N: FZ 61920

NSN: 6115-01-530-1458

Acq. Value: \$20,000.00

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 10KW

S/N: FZ 35046

NSN: 6115-01-275-5061

Acq. Value: \$14,345.17

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 10KW

S/N: FZ 35055

NSN: 6115-01-275-5061

Acq. Value: \$14,345.17

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 3KW

S/N: FZA 15746 **

NSN: 6115-01-285-3012 **

Acq. Value: \$9,348.00

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 3KW

S/N: FZ 17060

NSN: 6115-01-285-3012

Acq. Value: \$9,922.25

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 2KW

S/N: EX 11318

NSN: 6115-01-435-1565

Acq. Value: \$9,000.00

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 2KW

S/N: EX 11321

NSN: 6115-01-435-1565

Acq. Value: \$9,000.00

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 15KW

S/N: FZ 60357

NSN: 6115-01-274-7388

Acq. Value: \$16,160.00

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

Page 16 of 17

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Generator Set, 15KW

S/N: FZ 60344

NSN: 6115-01-274-7388

Acq. Value: \$16,160.00

(On loan from Ft. Belvoir Power Generation Branch to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Diesel Generator, 100KW

S/N: 100013

NSN: 6115-01-296-1463

Acq. Value: \$30,000.00

(On loan from US Army Aberdeen Testing Center to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- one (1) Diesel Generator, 100KW

S/N: 100002

NSN: 6115-01-296-1463

Acq. Value: \$30,000.00

(On loan from US Army Aberdeen Testing Center to conduct reliability testing IAW WD 004. At the conclusion of the testing, the contractor shall restore the generator set to as-received condition and ship back to point of origin)

- REMOVED BY MODIFICATION P00048***

- REMOVED BY MODIFICATION P00048***

- REMOVED BY MODIFICATION P00048***

Short Range Attack Missile (SRAM) hydraulic pump

Nomenclature: Pump Unit, Axial Piston

NSN: 1650-00-718-1254

PN: 353701

Unit Cost: \$16,742.18

PDU with unserviceable MVP

Nomenclature: Drive Unit, Hydraulic

NSN: 1650-01-276-4376

PN: 741322

Unit Cost: \$493,784.28

Forward Yoke Assembly with Serviceable PDU

Nomenclature: Yoke Assembly

NSN: 1680-01-269-1151

PN: 413-10750-503

Value: \$497,973.23

Accessory (control) Module

NSN: 2540-01-517-1769

Unit Price: \$25,220

S/N 002

500 Gal Drum

NSN: 8110-01-515-4727

Unit Price: \$5,052

S/N 4218

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 17 of 17**

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00058

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

NATO Power Cable

NSN: 6150-01-248-9555

Unit Price: \$354.84

S/N: 002

Oil/Fuel Servicing Nozzle

P/N: 64185

Unit Price: \$585.00

S/N: 187

Pump/Engine Module Assembly

NSN 4320-01-515-4731

Unit Price: \$67,857

S/N: 001

LPI 350 gpm Pump Assembly

NSN 4320-01-524-6953

Unit Price: \$50,000

S/N: 250210-0013*****

Shipping Container, Green

NSN 4930-00-647-0522

Unit Price: \$1,000

S/N: PMC6712

Included contents:

- (3) 2 inch valve assembly, M-F camlock
- (1) 4 inch valve assembly, M-F camlock
- (2) 90 degree elbow, M-F camlock
- (1) 90 degree elbow, F-F camlock
- (1) 2 inch vent valve, F camlock
- (5) 4 inch, 10 ft discharge hose, M-F camlock
- (4) 4 inch, 25 ft discharge hose, M-F camlock
- (1) 2 inch drain hose, 10 ft, M-F camlock
- (4) 4 inch, 10 ft suction hose, M-F camlock
- (2) 2 inch, 50 ft unisex hose

*Changed by Mod P00038

** Changed by Mod P00026

*** Changed by Mod P00048

**** Added by Mod P00040

***** Added by Mod P00042

***** Changed by Mod P00051

*** END OF NARRATIVE H0001 ***