

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Cost Plus Fixed Fee

Page 1 Of 6

2. Amendment/Modification No.

P00064

3. Effective Date

2014JAN09

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
PATRICK RUOFF
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.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

9A. Amendment Of Solicitation No.

9B. Dated (See Item 11)

10A. Modification Of Contract/Order No.

W56HZV-09-C-0100

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)

NO CHANGE TO OBLIGATION DATA

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

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

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:

Mutual Agreement of Parties

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.)

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

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/

(Signature of Contracting Officer)

2014JAN09

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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

Page 2 of 6

PIIN/SIIN W56HZV-09-C-0100

MOD/AMD P00064

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PATRICK RUOFF
Buyer Office Symbol/Telephone Number: CCTA-HCB-C/(586)282-6545
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 P00064

PREVIOUS AMOUNT OF CONTRACT: \$29,488,200.34
AMOUNT OF THIS ACTION: \$ 0.00
TOTAL CONTRACT AMOUNT: \$29,488,200.34

1. This bi-lateral Modification to P00064 to contract W56HZV-09-C-0100 is to do the following:

a. Extend the period of performance for tasks 2.3 and 2.4 on WD 0002, and CLIN 0001AS, by six months from 31 January 2014 to 31 July 2014, WD 0002 Revision 008 is applicable.

b. Extend the period of performance for WD 0019, and CLIN 0001BL, by seven months from 12 December 2013 to 12 July 2014, WD 0019 Revision 001 is applicable.

c. Change Section B.1.2

FROM: 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.

TO: 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. For Work Directives 01 through 23 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.

d. Change Section B.7.2

FROM: 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.

TO: 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 labor to the WD in the future.

e. Change Section B.7.3

FROM: 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

TO: 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 paragraph B.7.4.

f. Change Section B.7.4

FROM: 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.

TO: The contractor shall then bill labor hours at the actual direct labor rate incurred, 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,

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 6****PIIN/SIIN** W56HZV-09-C-0100**MOD/AMD** P00064**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

Travel, and ODC will be funded on separate CLINs.

2. As a result of this Modification P00064, the contract amount is neither increased nor decreased.

3. Except as provide herein all other terms and conditions remain unchanged

*** END OF NARRATIVE A0067 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-09-C-0100 MOD/AMD P00064

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS												
0001	IH/PRON SWRI 130,000												
0001AS	<p><u>WD 2 REV 3 - AXLE LUBRICANT EFFICIENCY</u></p> <p>SERVICE REQUESTED: IH/PRON SWRI 130,000 CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R302C077R3 PRON AMD: 02 ACRN: AK AMS CD: 622601C0500 PSC: AD52</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></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-JUL-2014</td> </tr> </table> <p style="text-align: right;">\$ 129,781.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-JUL-2014	1	LO	Estimated Cost \$ 119,580.00 Fixed Fee \$ 10,201.00 Not to Exceed (Funding) \$ 129,781.00
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	31-JUL-2014											
0001BL	<p><u>WD 019</u></p> <p>SERVICE REQUESTED: Synthetic Fuels - SW CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R322C069R3 PRON AMD: 02 ACRN: AT AMS CD: 622601H7700 PSC: AZ11</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></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>12-JUL-2014</td> </tr> </table> <p style="text-align: right;">\$ 428,462.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	12-JUL-2014	1	LO	Estimated Cost \$ 406,053.00 Fixed Fee \$ 22,409.00 Not to Exceed (Funding) \$ 428,462.00
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	12-JUL-2014											

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 labor 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 paragraph B.7.4.*

B.7.4. The contractor shall then bill labor hours at the actual direct labor rate incurred*, 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 027	\$139.01	\$9.54	\$148.55
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 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.

* Changed per Modification P00064