

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

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2. Amendment/Modification No. P00077	3. Effective Date 2014AUG19	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND RACHEL HEANEY WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: RACHEL.R.HEANEY2.CIV@MAIL.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
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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)

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.**

<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 checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	GFP Clause FAR 52.245-1(d)(3)(i)(A)
<input type="checkbox"/>	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) RYAN W. STACEY RYAN.W.STACEY.CIV@MAIL.MIL (586)282-7167	
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 2014AUG19

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: RACHEL HEANEY
 Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-8542
 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 P00077

PREVIOUS AMOUNT OF CONTRACT:	\$31,098,144.34
<u>AMOUNT OF THIS ACTION:</u>	<u>\$ 0.00</u>
TOTAL AMOUNT OF CONTRACT:	\$31,098,144.34

1. This modification P00077 to contract W56HZV-09-C-0100 is a bilateral supplemental agreement.
2. The purpose of this modification is to transfer Government Furnished Equipment (GFE) from this contract W56HZV-09-C-0100 to contract W56HZV-14-C-0180 for accountability purposes.
3. As a result of this modification, Section H.7 of the contract is revised to remove the following GFE and replace with "REMOVED BY MODIFICATION P00077."
 - Multipass Filtration Test Stand with PAMAS Particle Counting System and Windows XP Operating System
 Model number: FTE4572D-8-75
 Acq. Value: \$395,465
 - Portable Water Cooled Air Conditioner
 P/N: OWC2412
 S/N: M2-26731
 Acq. Value: \$3,630
 - Copper Shell and Tube Heat Exchanger
 P/N: BCF08048-002
 Acq. Value: \$2,931
 - Dynamometer Controller
 P/N: DYN-LOC IV / DYN-LOC
 S/N: DL-1204
 Acq. Value: \$8,800
 - Prominent Pump
 P/N: S1BAH 07065SST0080300
 S/N: 2709023382
 Acq. Value: \$3,684
 - Surface Model Archive
 P/N: CL500108
 S/N:
 Acq. Value: \$5,019.74
4. The parties agree that there are no shipping costs associated with the GFE transfer. Upon completion of the transfer, the transferred items will be governed by the Government Property clauses under contract W56HZV-14-C-0180.
5. There is no funding associated with this modification. The obligated amount of the contract remains unchanged at \$31,098,144.34.
6. Except as specifically changed as stated above, all other terms and conditions of contract W56HZV-09-C-0100 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0080 ***

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

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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 211,119.16 hours. Option hours available for exercise are 38,880.81 hours.

H.1.6 The total obligated value of the contract shall not exceed \$36,500,000 (\$36.5M).

H.1.6.1 Should the total obligated value of the contract reach \$36.5M prior to all available LOE option hours being exercise, the contract option exercise period will be considered complete and no additional work shall be added to the contract. However, the contractor shall continue to perform the efforts under the active work directives as awarded and the completion dates for which shall not extend beyond the contract completion date defined in Section F.2.1.

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 DAAE07-95-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

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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.

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.

- REMOVED BY MODIFICATION P00076

- REMOVED BY MODIFICATION P00076

- REMOVED BY MODIFICATION P00076

- REMOVED BY MODIFICATION P00065

- 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

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)

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

- 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: 6110

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

(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***

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

- REMOVED BY MODIFICATION P00048***

- REMOVED BY MODIFICATION P00048***

- One (1) Short Range Attack Missile (SRAM) hydraulic pump

Nomenclature: Pump Unit, Axial Piston

NSN: 4320-00-718-1254

PN: 10-30437-1

Unit Cost: \$16,742.18

- REMOVED BY MODIFICATION P00065

- Two (2) Forward Yoke Assembly with Serviceable PDU

Nomenclature: Yoke Assembly

S/N: 6-083F AND 6-080F

NSN: 1680-01-269-1151

PN: 413-10750-503

Value: \$497,973.23

- Accessory (control) Module

NSN: 2540-01-517-1769

S/N: 002

Unit Price: \$25,220

- 500 Gal Drum

NSN: 8110-01-515-4727

S/N: 4218

Unit Price: \$5,052

- NATO Power Cable

NSN: 6150-01-248-9555

S/N: 002

Unit Price: \$354.84

- Oil/Fuel Servicing Nozzle

P/N: 64185

S/N: 187

Unit Price: \$585.00

- Pump/Engine Module Assembly

NSN: 4320-01-515-4731

S/N: 001

Unit Price: \$67,857

- LPI 350 gpm Pump Assembly

NSN: 4320-01-524-6953

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

Unit Price: \$50,000

- 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

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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

- (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

*****One ISB 4.5L 250Hp Cummins Diesel Engine
^S/N: 73629053
P/N: MILI 00128
Unit Price: \$16,656.05

- One (1) Frame Drive with unserviceable MVP
NSN: 1560-01-269-1151
P/N: 741322
Acq. Value: \$493,784.28
(On loan from Tinker Air Force Base to conduct testing IAW WD 018.)

- One (1) Power Drive Unit Controller
NSN: 520-18138
P/N: 520-18138
Acq. Value: \$600,000
(On loan from Tinker Air Force Base to conduct testing IAW WD 018.)

- Four (4) Axial Piston Pump in Serviceable Condition
S/N: 30382, 42646, (2 additional serial numbers TBD)
NSN: 4320-00-474-3550HS
Model: AP6AV-51
Acq. Value: \$12,458
(On loan from Tinker Air Force Base to conduct testing IAW WD 018.)

- REMOVED BY MODIFICATION P00077

- Engine (Overhauled)
S/N: 80276
Model: 1790-8CR
MFG: General Dynamics
Acq. Value: \$457,000
(This item is added pursuant to the work performed under WD 020.)

** Changed by Mod P00026
*** Changed by Mod P00048
**** Added by Mod P00040
***** Added by Mod P00042
***** Changed by Mod P00051
*****Added by Mod P00056
^ Added by Mod P00068

*** END OF NARRATIVE H0001 ***