

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Cost Plus Fixed Fee

Page 1 Of 7

2. Amendment/Modification No. P00004	3. Effective Date 2013AUG29	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
-----------------------------------------	--------------------------------	-------------------------------------------------	--------------------------------

6. Issued By U.S. ARMY CONTRACTING COMMAND JENNIFER PRUENTE WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JENNIFER.PRUENTE@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-12-C-0287
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012JUN13
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)

ACRN: AD NET INCREASE: \$294,215.00

**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) Exercise of Option	

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 2013AUG29

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

Page 2 of 7

PIIN/SIIN W56HZV-12-C-0287

MOD/AMD P00004

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JENNIFER PRUENTE
Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-9608
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 ***

PREVIOUS NEGOTIATED AGREEMENT VALUE: \$1,897,840.52
NEGOTIATED VALUE OF THIS ACTION: \$ 294,215.00
TOTAL NEGOTIATED AGREEMENT VALUE: \$2,192,055.52

PREVIOUS OBLIGATED AMOUNT: \$1,897,840.52
OBLIGATED AMOUNT THIS ACTION: \$ 294,215.00
TOTAL OBLIGATED AGREEMENT AMOUNT: \$2,192,055.52

TOTAL LABOR HOURS CURRENTLY AVAILABLE: 48,781.50
TOTAL LABOR HOURS BEING EXERCISED: 1,725
TOTAL LABOR HOURS REMAINING: 47,056.50

1. The purpose of bilateral Modification P00004 is to incorporate work directive 03 in accordance with the Option provision in H.1.
2. As a result of this Modification P00004, the following changes are hereby made to this contract:

<u>SECTION</u>	<u>Description</u>
B	CLIN 0003AA is established and funded in the amount of \$292,215 (\$270,572 est. cost + \$20,643 fixed fee) to fund labor for this effort.
B	CLIN 0003BA is established and funded in the amount of \$3,000 to fund ODC; shipping for this effort.
G	Updated applicable accounting data.
H	Updated paragraph H.1 to reflect the obligated amount and the hours exercised under WD 03.

3. As a result of Modification P00004, the total obligated value is increased \$294,215.00 from \$1,897,840.52 to \$2,192,055.52.
4. Except as specifically provided in Modification P00004, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0004 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-C-0287 MOD/AMD P00004

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				
0003	SwRI - Efficient PTO				
0003AA	<u>LABOR - WD 03</u>	1	LO		\$ 291,215.00
	GENERIC NAME DESCRIPTION: SwRI - Efficient PTO CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R33MC018R3 PRON AMD: 01 ACRN: AD AMS CD: 63300544100 Est. Cost: \$270,572 Fixed Fee: \$20,643 Est. Total Cost: \$291,215 This SubCLIN funds 1,725 hours of labor under WD 03 (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 02-SEP-2014 \$ 291,215.00				
0003BA	<u>MATERIAL/ODC - WD 03</u>	1	LO		\$ 3,000.00
	GENERIC NAME DESCRIPTION: SwRI - Efficient PTO CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R33MC018R3 PRON AMD: 01 ACRN: AD AMS CD: 63300544100 Est. Cost: \$3,000 Fixed Fee: \$0 Est. Total Cost: \$3,000 This SubCLIN funds ODC; Shipping for WD 03 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 5 of 7

PIIN/SIIN W56HZV-12-C-0287

MOD/AMD P00004

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</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>
0003AA	R33MC018R3 63300544100	1	R.0005720.2.1	AD \$	0.00 \$	291,215.00 \$	291,215.00
0003BA	R33MC018R3 63300544100	2	R.0005720.2.1	AD \$	0.00 \$	3,000.00 \$	3,000.00
NET CHANGE \$						294,215.00	

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>INCREASE/ DECREASE</u>
AD	021 201320142040 A60FL 633005441RK20 2550 L033226228 R.0005720.2.1	021001 \$ 294,215.00
NET CHANGE \$		294,215.00

	<u>PRIOR AMOUNT OF AWARD</u>	<u>INCREASE/DECREASE AMOUNT</u>	<u>CUMULATIVE OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 1,897,840.52	\$ 294,215.00	\$ 2,192,055.52

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	
0003AA	AD	021 201320142040 A60FL 633005441RK20	2550 L033226228 R.0005720.2.1 021001
0003BA	AD	021 201320142040 A60FL 633005441RK20	2550 L033226228 R.0005720.2.1 021001

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 7
	PIIN/SIIN W56HZV-12-C-0287	MOD/AMD P00004

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

H.1.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 55,400 direct labor hours over the three year performance period of the contract. Although the estimated number of hours per option year are estimated at 27,700, the Government may, at its discretion, exercise more or less hours per year as long as the total number of hours exercised for the entire three year performance period of the contract do not exceed 58,000 and the total obligated contract value does not exceed \$9,900,000. The period of performance for hours added by the options shall be twelve (12) months from the date of the option exercise.

The option hours exercised to date total *8,343.50. The option hours remaining for exercise total *47,056.50 hours.

The obligated amount to date totals *\$2,192,055.52.

H.2 WORK DIRECTIVE LIMITATION OF COST: The Contractor shall notify the Contracting Officer in writing whenever they have reason to believe that the costs or hours incurred under the Work Directive in the next 30 days, when added to all costs or hours previously incurred, will exceed 85 percent of the estimated cost or hours specified on the Work Directive. The time period and percentage for contractor notification supersedes that in FAR 52.232-20.

H.3 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 or the Contracting Officer's Representative.

H.4 GOVERNMENT FURNISHED MATERIAL (GFM) *and GOVERNMENT FURNISHED EQUIPMENT (GFE): GFM and GFE will be provided to the Contractor as required by individual work directive(s).

H.4.1 GFE provided under work directive 0002

ITEM
PTO Fan
PTO Fan Generator Drive

H.4.2 GFM provided under work directive 0002

ITEM
Control System Hardware
PTO Fan Integration Hardware
PTO Generator Integration Hardware

H.5 SERVICES TO BE PERFORMED:

H.5.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with individual Work Directives authorized by the Contracting Officer. 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.5.2 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, to be Government Employees.

H.5.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this contract or awarded work directives.

* Revised by Modification P00004

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 7****PIIN/SIIN** W56HZV-12-C-0287**MOD/AMD** P00004

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE
