

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Cost Plus Fixed Fee

Page 1 Of 8

2. Amendment/Modification No. P00005	3. Effective Date 2013DEC03	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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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
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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-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)**

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) IAW Section H.1	

**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 2013DEC03

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 8</b>
	PIIN/SIIN W56HZV-12-C-0287      MOD/AMD P00005	
<b>Name of Offeror or Contractor:</b> 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: \$2,192,055.52  
NEGOTIATED VALUE OF THIS ACTION: \$ 0.00  
TOTAL NEGOTIATED AGREEMENT VALUE: \$2,192,055.52

PREVIOUS OBLIGATED AMOUNT: \$2,192,055.52  
OBLIGATED AMOUNT THIS ACTION: \$ 0.00  
TOTAL OBLIGATED AGREEMENT AMOUNT: \$2,192,055.52

TOTAL LABOR HOURS CURRENTLY AVAILABLE: 47,056.50  
TOTAL LABOR HOURS BEING EXERCISED: 341  
TOTAL LABOR HOURS REMAINING: 46,715.50

1. The purpose of bilateral Modification P00005 is to incorporate Revision (Rev) 2 to Work Directive (WD) 01 in accordance with the Option Provision in H.1.

2. As a result of this Modification P00005, the following changes are hereby made to this contract:

<u>SECTION</u>	<u>Description</u>
B	Funding is added to SubCLIN 0001AA in the amount of \$784.64 (\$727.35 est. cost + \$57.29 fixed fee) to fund 15.037 labor hours for this effort.
B	Funding is added to SubCLIN 0001AB in the amount of \$33,254.95 (\$30,825.70 est. cost + \$2,429.25 fixed fee) to fund 325.96 labor hours for this effort.
B	Funding is de-obligated from SubCLIN 0001BB in the amount of \$22,199.95 to de-fund material/ODC for this effort.
B	Funding is de-obligated from SubCLIN 0001DA in the amount of \$784.64 to de-fund travel for this effort.
B	SubCLIN 0001DB is deleted in the amount of \$11,055.00 to de-fund travel for this effort.
B	Performance completion dates are revised on SubCLINs 0001AA and 0001DA from 08 APR 2013 to 14 APR 2014 and on SubCLINs 0001AB and 0001BB from 09 DEC 2013 to 14 APR 2014
B	Narrative B001 is updated to remove Est. Cost of \$20,992.27 and Fixed Fee of \$1,207.68.
G	Applicable accounting data is updated.
H	Paragraph H.1 is updated to reflect the hours exercised under Rev2 to WD 001.

3. As a result of Modification P00005, the total obligated value remains unchanged.

4. Except as specifically provided in Modification P00005, all other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0005 \*\*\*

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-12-C-0287 MOD/AMD P00005

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  SwRI - BFV Efficient														
0001AA	<p><u>LABOR - WD 1</u></p> <p>GENERIC NAME DESCRIPTION: SwRI - BFV Efficient                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: R322C008R3 PRON AMD: 03 ACRN: AA                      AMS CD: 63300544100                      PSC: AZ11</p> <p>Est. Cost: \$438,316.72*                      Fixed Fee: \$34,539.33*                      Est. Total Cost\$472,856.05*</p> <p>This SubCLIN funds 2,615.037 hours of labor; 2,600 hours under WD 01 and 15.037 hours under Rev 2 to WD 01*</p> <p>* Revised by Modification P00005</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></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>14-APR-2014</td> </tr> </table> <p>\$ 472,856.05</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		14-APR-2014	1	LO		\$ 472,856.05
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	14-APR-2014														
0001AB	<p><u>LABOR - REV 1 TO WD 01</u></p> <p>GENERIC NAME DESCRIPTION: PTO Efficiencies                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 722240AV72 PRON AMD: 03 ACRN: AB                      PSC: AZ11</p> <p>Est. Cost: \$340,364.70*                      Fixed Fee: \$26,823.25*                      Est. Total Cost: \$367,187.95*</p> <p>This SubCLIN funds 4,175.96 hours of labor; 2,850 hours under Rev 1 to WD 01 and 325.96 hours under Rev 2 to WD 01*</p>	1	LO		\$ 367,187.95										

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>* Revised by Modification P00005</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH      PERF COMPL  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001                      1                      14-APR-2014</p> <p style="text-align: right;">\$      367,187.95</p>				
0001BB	<p><u>MATERIAL / ODC - REV 1 TO WD 01</u></p> <p>GENERIC NAME DESCRIPTION: PTO Efficiencies                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 722240AV72      PRON AMD: 03      ACRN: AB                      PSC: AZ11</p> <p>Est. Cost:              *\$694,186.73                      Fixed Fee:             *\$37,755.32                      Est. Total Cost:      *\$731,942.05</p> <p>This SubCLIN funds material and subcontracting for Rev 1 to WD 01</p> <p>* Revised by Modification 03 to remove Est. Cost of \$20,992.27 and Fixed Fee of \$1,207.68</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH      PERF COMPL  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001                      1                      14-APR-2014</p> <p style="text-align: right;">\$      731,942.05</p>	1	LO		\$ 731,942.05
0001DA	<p><u>TRAVEL - WD 1</u></p> <p>GENERIC NAME DESCRIPTION: SwRI - BFV Efficient</p>	1	LO		\$ 10,822.28



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

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0001AA	R322C008R3 63300544100	1	22C008	AA \$	472,071.41 \$	784.64 \$	472,856.05
0001AB	722240AV72	1	A.0008730.1.3.1.2	AB \$	333,933.00 \$	33,254.95 \$	367,187.95
0001BB	722240AV72	1	A.0008730.1.3.1.2	AB \$	754,142.00 \$	-22,199.95 \$	731,942.05
0001DA	R322C008R3 63300544100	1	22C008	AA \$	11,606.92 \$	-784.64 \$	10,822.28
0001DB	722240AV72	2	A.0008730.1.3.1.2	AB \$	11,055.00 \$	-11,055.00 \$	0.00
NET CHANGE						\$ 0.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AA	21 22040000026N6N7EP633005255Y S20113 W56HZV	\$ 0.00
AB	021 201220132040 A5XGJ 273735DS5RU08 2550 L032313914 A.0008730.1.3.1.2	021001 \$ 0.00
NET CHANGE		\$ 0.00

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	2,192,055.52	\$ 0.00	\$ 2,192,055.52

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	CUMULATIVE OBLIG AMT
0001AA	AA	21 121320400000 W56HZV 26N6N7E63300544100255YR322C008R3 22C008 S20113	
0001AB	AB	021 201220132040 A5XGJ 273735DS5RU08 2550 L032313914 A.0008730.1.3.1.2	021001
0001BB	AB	021 201220132040 A5XGJ 273735DS5RU08 2550 L032313914 A.0008730.1.3.1.2	021001
0001DA	AA	21 121320400000 W56HZV 26N6N7E63300544100255YR322C008R3 22C008 S20113	
0001DB	AB	021 201220132040 A5XGJ 273735DS5RU08 2550 L032313914 A.0008730.1.3.1.2	021001

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**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 \*8,684.50. The option hours remaining for exercise total \*46,715.50 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 P00005

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\*\*\* DELETED NARRATIVE H0002 \*\*\*