

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

001

March 17, 2000

RES-99-046

6. ISSUED BY

CODE

7. ADMINISTERED BY (if other than item 6)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: Sharlene McCubbin T-7-F-2
Contract Management Branch 1
Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, county, State and ZIP Code)

Science Applications International Corp.
ATTN: Steve Ayers
10010 Campus Point Drive
Building F-3
San Diego, CA 92121

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
Con# NRC-04-99-046

10B. DATED (SEE ITEM 11)

CODE

FACILITY CODE

X

08-06-1999

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 amendment; (b) By acknowledging receipt of this amendment of 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) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 13A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, 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: FAR Part 52.249-6 Termination-Cost Reimbursement

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

See attached continuation sheet.

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.

Signature blocks for 15A (Contractor: R. Stephen Ayers, Director of Contracts), 15B (Contracting Officer: Mary H. Mace), 15C (Date Signed: 3/17/00), 15D (United States of America), and 15E (Date Signed: 3-17-00).

This supplemental agreement modifies the contract to reflect a no-cost termination settlement agreement and to terminate the contract. As a result, both parties agree to the following:

- 1) The Contractor unconditionally waives any charges against the Government because of the termination of the contract and releases it from all obligations under the contract or due to its termination. The Government agrees that all contractor obligations under the contract are concluded. The Contractor agrees that the Government's previous payment of costs and a pro-rata portion of the fixed fee billed through Invoice No. 4 for the period ending November 26, 1999 represents all costs and fee to which the Contractor is entitled to reimbursement under the contract. The Contractor shall not seek reimbursement for the costs submitted under Invoice No. 5 in the amount of \$120,672.57 for the period November 27, 1999 to December 16, 1999. Furthermore, the NRC will not pay Invoice No. 5 nor any subsequent invoices for performance of work under this contract nor any invoice for charges related to the termination of this contract. This no-cost termination settlement agreement constitutes the complete and final settlement of all matters related to Contract NRC-04-99-046. The Contractor waives its right to bring an action against the NRC, its officers, agents and employees in any forum related to Contract No. NRC-04-99-046.
- 2) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:
  - (A) All right of the Government to take the benefit of agreements or judgements affecting royalties paid or payable in connection with the performance of the contract.
  - (B) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses related to: labor law, contingent fees, domestic article, employment of aliens, and "officials not to be benefit."
  - (C) All rights and liabilities, if any, of the parties arising under the contract and relating to reproduction rights, patent infringement, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
  - (D) All rights and liabilities, if any, of the parties relating to Government property furnished to the Contractor for the performance of this contract.
  - (E) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.