

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

M001

3. EFFECTIVE DATE

See Block 15c.

4. REQUISITION/PURCHASE REQ. NO.

NMS-02-06-021

dtd: 3/19/2007

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Michele D. Sharpe
Mail Stop T-7-I-2
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Washington, DC 20555

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

SOUTHWEST RESEARCH INSTITUTE INC

6220 CULEBRA RD

SAN ANTONIO TX 782385100

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-02-06-021

10B. DATED (SEE ITEM 13)

09-29-2006

CODE 007936842

FACILITY CODE

X

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 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)

N/A

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

(X)

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 10A.

X

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:

D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to revise the indirect cost rates.

PLEASE SEE PAGE 2 FOR MODIFICATION DETAILS.

All other terms and conditions remain the same, including the ceiling amount of \$802,505.
This modification does not obligate funds.

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)

R. B. Kalmbach
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Eleni Jernell
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

04/13/2007

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

3/27/07

SUNSI REVIEW COMPLETE

The purpose of Modification No. 001 is to revise the indirect cost rates in Section G.3. Accordingly, the following change is hereby made:

1. Paragraph (a) of Section G.3 – INDIRECT COST RATES (JAN 1993) is revised to read as follows:

“(a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

| INDIRECT COST POOL | RATE | BASE | PERIOD |
|--------------------------|------|--|---|
| Fringe Benefits | | Direct Labor | DOA – 2/22/2007 2/23/2007 – until revised |
| CNWRA O/H & G&A | | CNWRA Direct Labor & Fringe | DOA – 2/12/2007 2/12/2007 – until revised |
| SwRI O/H & G&A | | SwRI Direct Labor & Fringe | DOA – until revised |
| Material Handling Burden | | Purchased parts and materials, Subcontracting costs | DOA – 2/22/2007 2/23/2007 – until revised” |

A summary of obligations for the subject contract is provided below:

FY'06 Obligation Amount: \$15,000

All other terms and conditions remain the same, including the ceiling amount of \$802,505.

This modification does not obligate funds.