

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. One (1) 2. EFFECTIVE DATE JUL 22 1980 3. REQUISITION/PURCHASE REQUEST NO. RFPA ADM-80-400 Mod #1 4. PROJECT NO. (If applicable)

5. ISSUED BY U. S. Nuclear Regulatory Commission
Division of Contracts
Washington, D. C. 20555 6. ADMINISTERED BY (If other than block 5)

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE Southwest Research Institute
6220 Culebra Road
Post Office Drawer 28510
San Antonio, TX 78284 8. AMENDMENT OF SOLICITATION NO. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-80-400
DATED 1/1/80

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS. The above numbered solicitation is amended as set forth in block 12. Offerors 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 signing and returning copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

10. ACCOUNTING AND APPROPRIATION DATA (If required) NOT APPLICABLE

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. (a) This Change Order is issued pursuant to The Changes set forth in block 12 are made to the above numbered contract/order. (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 block 12. (c) This Supplemental Agreement is entered into pursuant to mutual agreement of the parties.

12. DESCRIPTION OF AMENDMENT/MODIFICATION This Supplemental Agreement is issued to incorporate the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" required by Federal Procurement Regulations, Temporary Regulation 50, dated June 20, 1979, in lieu of FPR 1-1.710 and 1-1.1310, Clause Nos. 11 and 29 respectively of the General Provisions of the Contract.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT OR CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY John F. Sprencel (Signature of person authorized to sign) 17. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) John F. Sprencel, Bus.Mgr. QA Sys and Engrg. Div. 16. DATE SIGNED 7/7/80 18. NAME OF CONTRACTING OFFICER (Type or print) See Page 4 19. DATE SIGNED

Under ARTICLE VII - OTHER UNDERSTANDINGS AND AGREEMENTS

Page 5,

First List of Clauses:

<u>Clause No.</u>	<u>TITLE</u>
<u>Delete:</u>	
11	Utilization of Small Business Concerns
29	Utilization of Minority Business Enterprises
<u>Add:</u>	
68	Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals

Second list of Clauses:

<u>Delete:</u>	
29	Utilization of Minority Business Enterprises

Under ARTICLE X - GENERAL PROVISIONS, the following paragraphs shall be ADDED:

18. Clause 11 entitled "Utilization of Small Business Concerns" is deleted in its entirety.
19. Clause 29 entitled "Utilization of Minority Business Enterprises" is deleted in its entirety.

Under ARTICLE X - GENERAL PROVISIONS (Continued)

20. Clause 68 entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" is added as follows:

"68. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

- (a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the contractor's compliance with this clause.
- (c) (1) The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.
- (2) The term "small business concerns" owned and controlled by socially and economically disadvantaged individuals shall mean a small business concern --
- i. which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- ii. whose management and daily business operations are controlled by one or more of such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals."

As a result of this Supplemental Agreement, there is no change in the total estimated cost including fixed fee nor the period of performance of the Contract.

TRIPARTITE AGREEMENT

SIGNATURE PAGE

U. S. Nuclear Regulatory Commission

By: M. J. Mattia

Name & Title: _____

Mary Jo Mattia,
Contracting Officer

7/22/80

Date

Edison Electric Institute

By: T. J. Kenney

Name & Title: T. J. Kenney

Senior Vice President

7/7/80

Date

Southwest Research Institute

By: John F. Sprencel

Name & Title: John F. Sprencel, Bus. Mgr.
QA Sys. & Engrg. Div.

7/7/80

Date