

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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1. AMENDMENT/MODIFICATION NO. Four (4)	2. EFFECTIVE DATE 9/16/80	3. REQUISITION/PURCHASE REQUEST NO. RFPA No. ADM-79-375	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) CODE	

7. CONTRACTOR NAME AND ADDRESS PRIME: U. S. SMALL BUSINESS ADMINISTRATION Washington District Office 1030 15th Street, N. W. Washington, D. C. 20417 SUB: REHAB GROUP, INC. 5827 Columbia Pike Falls Church, VA 22041	8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) PRIME: NRC-10-79-375 MODIFICATION OF CONTRACT/ORDER NO. SUB: SB3-4-0-8(a) 79-C-472 DATED 4/2/79 (See block 11)
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- 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. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

B&R Symbol: 42-20-23-404
Appropriating Symbol: 31X0200.400

Amount: [REDACTED]

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 authority of 41 U.S.C. 252(c)(15) and 15 U.S.C. 637(a)
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this Supplemental Agreement is to provide for the Contractor to furnish office space and facilities and to extend the period of performance under the subject contract.

Therefore, the parties hereof mutually agree that the Contract Schedule shall be revised as follows:

- 1) Article I - Statement of Work, Paragraph A, last sentence, is deleted in its entirety and the following is substituted in lieu thereof:

"The Contractor shall provide the office space and materials required for performance hereunder."

- 2) Article II - Period of Performance, is revised as follows:

The period of performance of this contract shall be from the date of contract award through October 14, 1981.

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. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE			
14. NAME OF CONTRACTOR/OFFEROR BY _____ (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)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	19. DATE SIGNED


3) Article III - Estimated Level of Effort and Ceiling Price, is revised as follows:

A. Paragraph A is deleted in its entirety and the following new Paragraph A is substituted in lieu thereof:


"A. Level of Effort

1. The estimated level of effort for performance of this contract is 26,377 total man-hours of direct labor. Labor categories with fixed loaded hourly rates for applicable periods under this contract are set forth under Paragraphs B, C, and D below:


B. Applicable labor categories and rates for period April 2, 1979 through April 1, 1980.

<u>Labor Category</u>	<u>Rates</u>
Project Manager	
Senior Systems Analyst	
System Analyst	
Programmer Analyst	
Senior Programmer	
Programmer	
Junior Programmer	
Technical Writer	

C. Applicable labor categories and rates for period April 2, 1980 through April 1, 1981.

<u>Labor Category</u>	<u>Rates</u>
Project Manager	
Senior Systems Analyst	
System Analyst	
Programmer Analyst	
Senior Programmer	
Programmer	
Junior Programmer	
Technical Writer	
Data Entry Operator	

D. Applicable labor categories and rates for period April 2, 1981 through October 14, 1981.

<u>Labor Category</u>	<u>Rates</u>
Project Manager	
Senior System Analyst	
System Analyst	
Programmer Analyst	
Senior Programmer	
Programmer	
Junior Programmer	
Technical Writer	
Data Entry Operator	

Definitive loaded rates, which shall be effective from April 2, 1981 through October 14, 1981, not to exceed the rates set forth above, shall be negotiated not later than October 6, 1980. In the event definitive loaded rates are less than the ceiling loaded rates above, the Contractor shall credit the Government by an amount equal to the number of hours for which payment has been made multiplied by the difference between the ceiling and the definitive loaded rates.

Any failure of the parties hereof to reach an accord on the rates is subject to the Disputes clauses.

The rates set forth in D above shall be definitized in a subsequent modification.

E. Paragraph C of Article III is increased by [REDACTED] from [REDACTED] to [REDACTED]

F. Space rental to be reimbursed at the fixed month rent of [REDACTED] for a total of [REDACTED] to cover period from September 16, 1980 to October 14, 1981.

G. Direct Material

The estimated direct material cost of this contract, not to be exceeded, is [REDACTED] to cover period from September 16, 1980 through October 14, 1981.

Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with Section 1-15 of the Federal Procurement Regulations in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, General and Administrative expense, allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Section 1-15 of the Federal Procurement Regulations. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment has been made for such purchased items or services. Direct materials, as referenced by this clause, are defined as those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of such product.

The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commission, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash

and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap when the amount of such scrap is appreciable, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

H. Fixed fee of [REDACTED]

It is mutually understood and agreed upon by the parties hereof that the space and facilities set forth herein is exclusively for work to be performed under Contract Numbers NRC-10-79-375 and NRC-10-80-390 only and not for commercial or other Government use.

TRIPARTITE AGREEMENT

Modification Four (4) to
Prime Contract NRC-10-79-375
Subcontract SB-3-4-0-8(a)-79-C-472

SIGNATURE PAGE

Subcontractor

Reph Group Inc

By: R.S. Fugg

Name & Title: VP Bus & Fin

9/12/80
Date

Small Business Administration
United States of America

By: Freddie M. Collins

Name & Title: Freddie M. Collins
Contracting Officer

SEP 12 1980
Date

MJ Mattia

By: Chief Administration
Contracts Branch

Name & Title: Mary Jo Mattia, Contracting Officer

9/9/80
Date

POOR ORIGINAL