

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT IS CODE PAGE OF PAGES

E. AMENDMENT/MODIFICATION NO. **One (1)** F. EFFECTIVE DATE **DEC 14 1990** G. REQUISITION/PURCHASE REG. NO. **RES-91-047 dtd 12/13/90** H. PROJECT NO. (if applicable)

I. ISSUED BY **U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, D.C. 20555** J. ADMINISTERED BY (if other than Item I) CODE

K. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
**PRIME: U.S. Small Business Administration
1375 Peachtree Street, N.E.
6th Floor
Atlanta, GA 30367-8102**
**SUB: Advanced Systems Technology, Inc.
1627 Peachtree Street, N.E., Suite 222
Atlanta, GA 30309**

LA. AMENDMENT OF SOLICITATION NO.
 LB. DATED (SEE ITEM 11)
 LC. MODIFICATION OF CONTRACT/ORDER NO. **SB-4-91-1-0044
NRC-04-91-047**
 LD. DATED (SEE ITEM 13) **12/10/90**

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.

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.
 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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
X Mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return **4** copies to the issuing office.

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

See Attached Page

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EXEMPT 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) **See Signature Page** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **See Signature Page**
 15B. CONTRACTOR OFFICER 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

The purpose of this modifications is to add FAR clause 52.219-14 to Section I of the contract which was inadvertently omitted. Accordingly, the contract is hereby modified as follows:

Under Section I, the following FAR clause entitled, "Limitation on Subcontracting" shall be added as I.13:

"I.13 Limitation on Subcontracting (OCT 1987)

By submitting of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)"

All other terms and conditions of the subject contract remain unchanged.

TRIPARTITE AGREEMENT

Signature Page

SUBCONTRACTOR:

Advanced Systems Technology, Inc.

By: *E. H. Vetter*

Date: 12/13/90

Name: E. H. VETTER

Title: EXECUTIVE VICE PRESIDENT

PRIME CONTRACTOR:

U.S. Small Business Administration

By: *James B. Hunter*

Date: DEC 14 1990

Name: **JAMES B. HUNTER**
Contracting Officer

Title: _____

PROCURING OFFICE:

U.S. Nuclear Regulatory Commission

By: *Sharon Bell*

Date: 12/13/90

Name: Sharon Bell

Title: Contracting Officer