

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO. 2004

PAGE 1 OF 3

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2. AMENDMENT/MODIFICATION NO.

Two (2)

3. EFFECTIVE DATE

May 2, 1985

4. REQUISITION/PURCHASE REG NO.

RFPA No. ORM-85-324

5. PROJECT NO. (If applicable)

6. ISSUED BY

copy

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

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

PRIME: U.S. Small Business Administration
Washington District Office
1111 18th Street, N.W., 6th Floor
Washington, D.C. 20417
SUB: The Maxima Corporation
7315 Wisconsin Avenue, Suite 900N
Bethesda, MD 20814

9.

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-33-85-324

SB3-85-1-6100

10B. DATED (SEE ITEM 11)

11/29/84

CODE

FACILITY CODE

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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).
☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
☒ Section G, entitled "Contract Administration Data", Paragraph C.
☐ D. OTHER (Specify type of modification and authority).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)

The purpose of this modification is to establish new provisional indirect cost rates for the overhead, general and administrative expenses, and fringe benefits; and to formally incorporate provisional rates therefor. Accordingly, the subject contract is revised as follows:

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PDR CONTR
NRC-33-85-324 PDR

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)

SEE SIGNATURE PAGE

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

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

SEE SIGNATURE PAGE

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

Section G - Contract Administration Data, Subsection G.1, Consideration and Payment (Incrementally Funded Cost Reimbursement) for Total Effort, Paragraph C, Overhead/General and Administrative Rates, is deleted in its entirety and the following is substituted in lieu thereof:

C. Fringe Benefits/Overhead and General and Administrative Rates

1. Pending the establishment of final fringe benefits rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 33 percent of Total Direct Labor Cost.
2. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 39.8 percent of Total Direct Labor Cost and Fringe Benefits.
3. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 10.8 percent of Total Direct Labor, Overhead and Fringe Benefits costs.

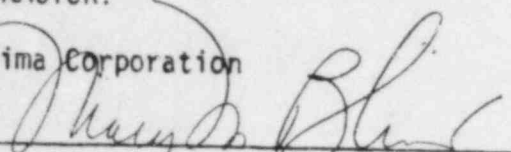
Notwithstanding 1, 2, and 3 of this Section, said provisional overhead, G&A and fringe benefits rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

All other terms and conditions remain the same.

TRIPARTITE AGREEMENTSignature Page

SUBCONTRACTOR:

The Maxima Corporation

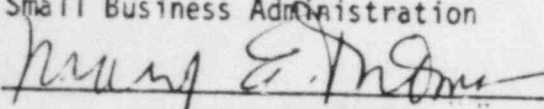
By: Date: OCT 29 1985Name: MARY M. BLEVINS

Controller & Assistant Treasurer

Title: _____

PRIME CONTRACTOR:

U.S. Small Business Administration

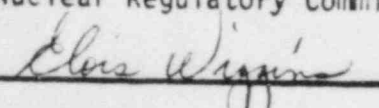
By: Date: 11/8/85Name: MARY E. THOMAS

CONTRACTING OFFICER

Title: _____

PROCURING OFFICE:

U.S. Nuclear Regulatory Commission

By: Date: 9/22/85Name: Elois WigginsTitle: Contracting Officer