

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 8		3. EFFECTIVE DATE JUN 21 1989		4. REQUISITION/PURCHASE REC. NO. NRR-87-028 6-19-89	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)			
6. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRIME: U. S. Small Business Administration 960 Pennsylvania Avenue, 5th Floor Pittsburgh, Pennsylvania 15222				9A. AMENDMENT OF SOLICITATION NO.	
9B. DATED (SEE ITEM 11)					
SUB: Viking Systems International 2070 William Pitt Way Pittsburgh, Pennsylvania 15238				10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-03-87-028/ SB3-87-1-6012	
CODE				10B. DATED (SEE ITEM 13) 4-20-87	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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) 31X0200.209 920-19-05-02-0 D1762-9 Obligate \$47,000.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(W) 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(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section B.2, Consideration and Obligation; G.1, Indirect Rates; mutual agreement of the parties. 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.)

MODIFICATION 8 FOLLOWS ON PAGE 2

**8907190273 890627
PDR CONTR
NRC-03-87-028 PNU**

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JUN 22 1989

**S. B. A.
PCN, D.O.**

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		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) See Signature Page	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

This modification is issued to:

- o Add funds in the amount of \$47,000.00. As a result of this action, the total amount obligated by the Government for performance under this contract is increased from \$726,290.00 to \$773,290.00.
- o Increase the total estimated amount of the contract ceiling by \$47,000.00, from \$726,290.00 to \$773,290.00.
- o Revise the provisional indirect rates for the period April 13, 1989 to April 12, 1990 pursuant to Viking Systems International's June 9, 1989 letter and the results of a recently completed audit by Defense Contract Audit Agency.

Accordingly, the contract is hereby modified as follows:

1. Section B, Supplies or Services and Prices/Costs, Subsection B.1, Brief Description of Work, paragraph b, the last sentence is revised to read as follows:

"The contractor shall perform, when and if ordered, services specified in individual task orders placed during the life of this contract up to and including a total cumulative amount of \$773,290.00."
2. Section B, Supplies or Services and Prices/Costs, Subsection B.2, Consideration and Obligation, paragraphs a and b are revised to read as follows:
 - "a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$773,290.00. The Contracting Officer may unilaterally increase this amount as necessary for completion of orders placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
 - b. The amount presently obligated with respect to this contract is \$773,290.00. The Contracting Officer or other individuals specifically authorized under this contract may issue orders for work up to amount presently obligated. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation amount shall, at no time, exceed the contract

ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligation amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the contractor in excess of the obligation amount specified above is done so at the contractor's sole risk."

3. Section G, Contract Administration Data, Subsection G.1, Indirect Rates, is revised to read as follows:

"G.1 Indirect Rates

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

<u>Applicable Period</u>	<u>Category</u>	<u>Rate</u>	<u>Cost Base</u>
4-13-87 - 4-12-89	Overhead		Direct Labor
4-13-87 - 4-12-89	G & A		Direct Labor
4-13-89 - 4-12-90	Overhead		Direct Labor
4-13-89 - 4-12-90	G & A		Direct Labor

- b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20, Limitation of Cost (Apr 1984) or 52.232-22, Limitation of Funds (Apr 1984), as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations."

4. Part II - Contract Clauses, Section I, Clause 52.216-19, Delivery-Order Limitations (Apr 1984), paragraph (b), Maximum Order, subparagraph (2), is revised to read as follows:

"(2) Any order for a combination of items in excess of \$773,290.00."

TRIPARTITE AGREEMENT

Signature Page

SUBCONTRACTOR:

VIKING SYSTEMS INTERNATIONAL

By: Jack Saluja
Name: JACK SALUJA
Title: PRESIDENT

Date: 6/26/89

PRIME CONTRACTOR:

U. S. SMALL BUSINESS ADMINISTRATION

By: Ronald Stewart ✓
Name: RONALD STEWART
Title: CONTRACTING OFFICER

Date: 6/27/89

PROCURING OFFICE:

U. S. NUCLEAR REGULATORY COMMISSION

By: Sharon Bell
Name: Sharon Bell
Title: Contracting Officer

Date: 6/21/89