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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. Five (5)	3. EFFECTIVE DATE JUN 20 1997	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management Washington, DC 20555	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Maxwell Laboratories, Inc. 9244 Balboa Avenue San Diego, CA 92123 Prin. Investigator/Technical Contact: Keith McLaughlin Telephone: (619) 453-0060		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-04-94-075	
		10B. DATED (SEE ITEM 13) 7/20/94	
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. 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 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: X FAR Clause 52.216-7, Allowable Cost and Payment
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

(see page 2)

DF029

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) Rosa Rina Clampitt, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Mace, Contracting Officer
15B. CONTRACTOR/OFFEROR R. R. Clampitt (Signature of person authorized to sign)	15C. DATE SIGNED 20 JUN 97
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6-18-97

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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PDR CONTR
NRC-04-97-075 PDR



The purpose of this modification is to (1) revise Section G.3 of the subject contract to incorporate the revised provisional billing indirect cost rates for the contractor's fiscal year ending 7/31/97 (ATTACHMENT 1) in accordance with DCAA's letter dated 5/27/97. These rates replace those previously incorporated in Modification No. 4 for the contractor's fiscal year ending 7/31/97, and (2) revise Section G.4 to change the remittance address. Accordingly, the contract is hereby modified as follows:

1. Section G.3, "INDIRECT COST RATES (JAN 1993)," paragraph (a) is deleted in its entirety and substituted with the following:

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

<u>CATEGORY</u>	<u>RATE</u>	<u>BASE</u>
R&D Overhead	128.0%	Total Direct Labor
G&A	24.7%	Total Direct Cost

2. Section G.4, "REMITTANCE ADDRESS," is deleted in its entirety and substituted with the following:

Remittance address is as follows:

Name: Maxwell Laboratories, Inc.

Address: P. O. Box 60100
Los Angeles, CA 90060-0100

A summary of obligations for this contract from award date through the date of this action is given below:

Total FY94 Obligation:	\$75,000.00
Total FY95 Obligation:	\$75,000.00
Total FY96 Obligation:	\$74,919.00

Cumulative Total of NRC Obligations: \$224,919.00

This modification obligates FY97 funds in the amount of \$-0-.

All other terms and conditions of this contract remain unchanged.