

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Six (6)	3. EFFECTIVE DATE See No.15(c)below	4. REQUISITION/PURCHASE REQ. NO. RFPA OPA96300 DTD 07/02/97	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Management/CMB 2 Mail Stop T7-12	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) PRIME: US Small Business Admin. 1110 Vermont Ave., NW, 9th Fl. Washington, D.C. 20043-4005 SUB: Miguels's Studios 1803 Post Oak Trail Reston, VA 22091 Tech. POC Miguel Munoz (703)-620-0687		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-06-96-300	
		10B. DATED (SEE ITEM 13) January 2, 1996	
CODE	FACILITY CODE	TIN:541770846	

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)

APPN: 31X0200.77K, BOC #:252A B&R: 77K-15-315-000, JOB CODE:L23277 OBLIGATED AMOUNT: \$3,708

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 1.6- 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)ALT I(APR 1984) MUTUAL CONSENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 02 copies to the issuing office.

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

See Continuation Sheets.

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

A/M

This modification: (1) obligates funds in the amount of \$3,708; (2) increases the ceiling amount of the contract by \$3,708; and (3) modifies the length requirement of the final delivered video (increased running time from 15-minutes to 19 1/2- minutes). This results in a negotiated equitable adjustment under the contract for the delivery and Government acceptance of the 19 /12 minute final video.

Accordingly, the contract is hereby modified:

1. Under section B, Article B.3 ITEMS AND PRICES, item number 1 - Final Video, the firm fixed price amount is increased by \$3,708 from \$18,573 to \$22,281.
2. Under section B, Article B.3 - TOTAL FIRM FIXED PRICE, the total firm fixed price is increased by \$3,708 from \$74,292 to \$78,000.
3. In consideration for the above equitable adjustment, Section C, Article C.1.2 Scope is deleted in its entirety and the following is substituted therefor:

The Contractor shall provide a full service production company including personnel, facilities, materials, and services to research the NRC's regulatory activities, write the script, produce, direct, videotape any needed footage, and perform all editing to complete a 19 1/2-minute educational video presentation about the NRC.

4. All terms and conditions of the contract remain the same.
5. Summary of Obligations:

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

"Total FY96 obligation amount	\$74,292.00	
"Total FY97 obligation amount	\$ 3,708.00	5 2/3
Cumulative Total of NRC Obligation	\$78,000.00	

This modification obligates FY 97' funds in the amount of \$3,708."

AGREEMENT AND RELEASE

Contract NRC-06-96-300

THIS AGREEMENT and RELEASE is entered into between the U.S. NUCLEAR REGULATORY COMMISSION (hereinafter, "NRC"), represented by the contracting officer executing this contract, and Miguel's Studios, Inc. (hereinafter referred to as "Miguel's").

WHEREAS, the Nuclear Regulatory Commission entered into Contract NRC-06-96-300 with Miguel's Studios, Inc. for a U.S. Nuclear Regulatory Commission Video. The total obligated amount under the contract through Modification No. 5 was \$74,292.

WHEREAS, on April 14, 1997, Miguel's Studios, Inc. requested an additional payment of \$18,000 beyond the contract firm-fixed-price \$74,292. This request for an additional payment was based on Miguel's Studios, Inc. delivering a final video to the NRC which was 4 and 1/2 minutes longer than the 15-minutes agreed on in article C.1.2 entitled "SCOPE," of the contract.

WHEREAS, on April 23, 1997, NRC accepted final delivery of a 19 1/2 minute video from Miguel's.

WHEREAS, on May 12, 1997, Miguel's \$18,000 request for additional payment was suspended pending evaluation by the NRC.

WHEREAS, the parties desire to settle all issues concerning the Miguel Studios' May 12, 1997 request for equitable adjustment.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. The Nuclear Regulatory Commission shall pay to Miguel's Studios, Inc. the sum of \$3,708.00, to be paid no later than thirty (30) days after the execution of this Agreement and Release; however, the NRC shall make a good faith effort to make payment at the earliest date possible. Such sum constitutes the entire and complete compensation for any and all costs to which Miguel's claims entitlement to, and in settlement of, all amounts requested by Miguel's under Contract NRC-06-96-300.

2. RELEASE. In consideration for the compensation made herein, Miguel's Studios, Inc., for itself, its successors and assignees, hereby releases and forever discharges the Government, its officers, agents and employees from any and all further claims however derived, and agrees to refrain from lodging lawsuits in any forum, for additional equitable adjustments or compensation resulting from events, acts, omissions, or any other contract modifications or actions, under, or in any manner related to Contract NRC-06-96-300, irrespective of whether any of the foregoing events may be formal or constructive, foreseeable or unforeseeable, or known or unknown to either or

both of the parties. The parties agree that Miguel's claim of \$18,000 has been fully resolved by this Agreement, and that the compensation in the amount of \$3,708.00 constitutes the complete and final settlement of Miguel's invoice number 3090 dated April 11, 1997 and May 12, 1997 request for equitable adjustment. Miguel's expressly represents and acknowledges that in agreeing to compensation in the amount of \$3,708, it has considered and made allowances for every cost, regardless of when incurred, including interest and attorneys fees.

IN WITNESS WHEREOF, this agreement and release has been executed this _____ day of _____, 1997.

BY _____
Miguel Munoz
President
Miguel's Studios, Inc.

BY _____
Elois J. Wiggins
Contracting Officer
U.S. Nuclear Regulatory
Commission

CERTIFICATE

I, _____, certify that I am the _____
(official title) of the corporation names as contractor
in the foregoing agreement and release, that
_____ who signed said agreement and
release on behalf of the contractor was the _____
(official title) of said corporation; that said
agreement and release was duly signed for and
in behalf of said corporation by authority of its
governing body and is within the scope of its corporate
powers.

Signature _____

(CORPORATE SEAL)