

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF PAGE

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2. AMENDMENT/MODIFICATION NO.  
M0073. EFFECTIVE DATE  
September 1, 20064. REQUISITION/PURCHASE REQ. NO.  
ASB-04-232

5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Nuclear Regulatory Commission  
Division of Contracts  
ATTN: Michael Turner, CMB3  
Mail Stop T-7-I-2  
Washington DC 20555

CODE

7. ADMINISTERED BY (If other than Item 6)

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop T-7-I-2  
Washington, DC 20555

CODE

3100

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

NEAL R GROSS &amp; CO INC

1323 RHODE ISLAND AVE NW

WASHINGTON DC 200053701

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NRC-21-04-232

10B. DATED (SEE ITEM 13)

09-01-2004

CODE

FACILITY CODE

X

## 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)

See Block No. 14 for Accounting and Appropriation Data

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) 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:

D. OTHER (Specify type of modification and authority) Bilateral Modification -  
FAR 52.217-9, Option to Extend the Term of the ContractE. 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.)

Accounting and Appropriation Data for Modification No. 7 to Contract No. NRC-21-04-232 is as follows:

B&R#: 67D-15-5B1-306 JOB CODE#: N7027 BOC#: 252P APPN#: 31X0200  
COMMITMENT#: ASL06312 OBLIGATION AMOUNT: \$296,000.00

See Page 2 for Modification Details

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)

NEAL R. GROSS, PRESIDENT

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

Michael A. Turner,  
Contracting Officer

15B. CONTRACTOR OFFEROR

15C. DATE SIGNED

2/28/06

16B. UNITED STATES OF AMERICA

BY Michael A. Turner  
(Signature of Contracting Officer)

16C. DATE SIGNED

08-16-2006

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

STANDARD FORM 30 (REV. 10-83)

ADM001

The purpose of this modification is to exercise option year two of the contract in accordance with Federal Acquisition Regulation Clause 52-217-9, entitled, "Option to Extend the Term of the Contract," and Subsection B.3, entitled, "Duration of Contract Period," thereby extending the contract period of performance through August 31, 2007. As a result of this action, the ceiling amount of the contract is hereby increased by \$1,808,147.50 from \$3,616,295.00 to \$5,424,442.50, (2) increase the obligated amount of the contract by \$296,000.00 from \$1,455,000.00 to \$1,751,000.00, and (3) revised Subsection C.8, entitled, "Availability of Funds for the Next Fiscal Year."

Accordingly, the contract is hereby modified as follows:

1. Subsection B.2 - CONSIDERATION AND OBLIGATION - DELIVERY ORDERS, is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$5,424,442.50. The Contracting Officer may unilaterally increase this amount as necessary for orders to be 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 \$1,751,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated 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 obligated 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 obligated amount specified above is done so at the Contractor's sole risk."

2. Subsection B.3 - DURATION OF CONTRACT PERIOD, is deleted in its entirety and substituted with the following in lieu thereof:

"The ordering period for this contract shall commence on September 1, 2004, and will expire on August 31, 2007. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216.18 - Ordering). The term of this contract may be extended at the option of the Government for an additional one (1) one-year period."

3. Subsection C.8 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR, is deleted in its entirety and substituted with the following in lieu thereof:

"Funds are not presently available for performance under this contract beyond August 31, 2007. The Governments's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No. Legal liability of the part of the Government for any payment may arise for performance under this contract beyond August 31, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

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

Total FY'04 Obligation Amount .....	\$ 120,000.00
Total FY'05 Obligation Amount .....	\$1,035,000.00
Total FY'06 Obligation Amount .....	\$ 596,000.00

Cumulative Total of NRC Obligations: \$1,751,000.00.

This modification obligates FY'06 funds in the amount of \$296,000.00.

All other terms and conditions under this contract remains unchanged.