

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.
M010

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO. 10670677C
CIO-03-320 3/23/06

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Contracts Management Branch No.3
Mail Stop T-7-I-2
Washington, DC 20555

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

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

EBSCO INDUSTRIES, INC
Attn: Maggie Covey, Operations Manager

10170 CHURCH RANCH WAY
SUITE 450
WESTMINSTER CO 800216058

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-33-03-320

10B. DATED (SEE ITEM 13)

12-13-2002

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)

B&R: 610-15-5G1-344 JCN: D1879 BOC: 2620 AN: 31X0200.610
EBSCO DUNS # 052711686 Obligate \$248,306.02

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:

D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.217-9, Paragraph C.6 - Option to Extend the Term of the Contract

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

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

Reference Contract NRC-33-03-320 dated 12/13/2002 for Serial Subscription Services and subsequent modifications.

The purpose of this modification is to exercise Option Year Four (1/1/2007 - 12/31/2007).

EBSCO Contact: Maggie Covey, 303-205-7738 direct, or 1-800-727-1077, or 303-237-1753, fax 303-237-1752

NRC Project Officer: Bebbie C. Rhodes, OIS, 301-415-5616, BCR1@nrc.gov

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.

9A. NAME AND TITLE OF SIGNER (Type or print)

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Robert B. Webber
Contracting Officer

16B. CONTRACTOR/OFFEROR

16C. DATE SIGNED

18B. UNITED STATES OF AMERICA

18C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002 (REV. 10-83)

The purpose of this modification is to exercise the fourth option year under the subject contract in accordance with Paragraph C.6 - Option to Extend the Term of the Contract, at the total estimated cost reflected under Paragraph B.1 - Schedule of Items and Prices, Subparagraph (c). As a result, the ceiling amount of the subject contract is increased by \$248,306.02, from \$822,421.03 to \$1,070,727.05. This modification also provides incremental funding in the amount of \$248,306.02, thereby increasing the obligated amount of the contract from \$822,421.03 to \$1,070,727.05.

By exercising the fourth option year, the period of performance of the contract is extended from December 31, 2006 to December 31, 2007.

Accordingly, the following changes are hereby made:

1. Under Paragraph B.2 - CONSIDERATION AND OBLIGATION, the first sentence of Subparagraphs (a) and (b) are hereby deleted in their entirety and substituted in lieu thereof the following:
 - "(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$1,070,727.05.
 - (b) The amount presently obligated with respect to this contract is \$1,070,727.05."

2. Under Paragraph B.13 - PERIOD OF PERFORMANCE is hereby deleted in its entirety and substituted in lieu thereof the following:

"B.13 PERIOD OF PERFORMANCE

This contract shall commence on December 13, 2002 and will expire on December 31, 2007.
3. Under Paragraph C.3 - ORDERING, Subparagraph (a) is hereby deleted in its entirety and substituted in lieu thereof the following:

"C.3 ORDERING

 - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from December 13, 2002 through December 31, 2007."

4. Under Paragraph C.4 - ORDER LIMITATIONS, Subparagraph (b)(2) is hereby deleted in its entirety and substituted in lieu thereof the following:

“(b) Maximum order. The Contractor is not obligated to honor—

(2) Any order for a combination of items in excess of \$1,070,727.05.”

5. Under Paragraph C.5 - INDEFINITE QUANTITY, Subparagraph (d) is hereby deleted in its entirety and substituted in lieu thereof the following:

“(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2007.”

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

Total FY03 Obligations.....	\$182,512.33
Total FY04 Obligations.....	\$409,995.72
Total FY05 Obligations.....	\$229,912.98
Total FY06 Obligations.....	\$248,306.02
Cumulative Total of NRC Obligations.....	\$1,070,727.05

This modification obligates FY06 funds in the amount of \$248,306.02.

All other terms and conditions under this contract remain unchanged.