

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.  
NRC-DR-42-07-468

1. CONTRACT ID CODE

PAGE  
1OF PAGE:  
42. AMENDMENT/MODIFICATION NO.  
M0013. EFFECTIVE DATE  
See Block 15c.4. REQUISITION/PURCHASE REQ. NO.  
DR-42-07-468  
NRO-08-139

5. PROJECT NO. (If applicable)

6. ISSUED BY  
U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Jeffrey R. Mitchell, 301-415-6465  
Mail Stop T-7-I-2  
Washington, DC 20555CODE  
31007. ADMINISTERED BY (If other than Item 6)  
U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop T-7-I-2  
Washington, DC 20555CODE  
3100

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

ENERGY RESEARCH, INC.  
ATTN: TRACEY MULLINIX  
P.O. BOX 2034  
ROCKVILLE MD 20847

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NRC-DR-42-07-46810B. DATED (SEE ITEM 13)  
09-27-2008

CODE 621211259

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) No Funds Obligated

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).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral  
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 <sup>2</sup> copies to the issuing office.

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

.....REFER TO ATTACHED PAGE TWO FOR A DESCRIPTION OF MODIFICATION NO. ONE.....

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)

Mohsen Khatib-Rahbar, President

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

Donald A. King  
Contracting Officer

15B. CONTRACTOR/OFFEROR

Mohsen Khatib-Rahbar  
(Signature of person authorized to sign)

15C. DATE SIGNED

5/6/2008

16B. UNITED STATES OF AMERICA

BY Donald A. King  
(Signature of Contracting Officer)

16C. DATE SIGNED

5/6/2008

The purpose of this modification is to remove the two 1-year optional periods (Option Year 1 and Option Year 2), thereby extending the BPA from 1 year with two 1-year optional periods to a 3 year BPA. Accordingly the BPA is hereby modified as follows:

 Refer to the section entitled "SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA" is hereby deleted in its entirety and replaced with the following:

"Attachment A "STATEMENT OF WORK" details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

<b>EFFECTIVE RATES ; 10/01/2007 – 09/30/2008</b>					
CLIN	LABOR CATEGORY	EST. HOURS	BASE RATE 10/01/07 – 12/31/07	BASE RATE 01/01/08 – 09/30/08	ESTIMATE (BLENDED RATE X HOURS) LABOR
001	Executive				\$87,242.00
002	Executive Engineer/ Scientist				\$66,508.00
003	Senior Engineer/ Scientist				\$72,409.00
004	Travel	1 lot	Not to Exceed (NTE)		\$13,860.00
005a	Other Direct Cost (Copies)	pages			\$600.00
005b**	Other Direct Cost (Phone & Courier)	1 Lot	Actual Cost	Actual Cost	\$200.00
<b>ESTIMATED TOTAL</b>					<b>\$240,819.50</b>

<b>EFFECTIVE RATES; 10/01/2008 – 09/30/2009</b>					
CLIN	LABOR CATEGORY	EST. HOURS	BASE RATE 10/01/08 – 12/31/08	BASE RATE 01/01/09 – 09/30/09	ESTIMATE (BLENDED RATE X HOURS) LABOR
006	Executive				\$90,553.50
007	Executive Engineer/ Scientist				\$69,190.00
008	Senior Engineer/ Scientist				\$75,069.00
009	Travel	1 lot	Not to Exceed (NTE)		\$8,560.00
010a	Other Direct Cost (Copies)	pages			\$600.00

011b**	Other Direct Cost (Phone & Courier)	1 Lot	Actual Cost	Actual Cost	\$200.00
ESTIMATED TOTAL					\$244,172.50

EFFECTIVE RATES; 10/01/2009 – 09/30/2010					
CLIN	LABOR CATEGORY	EST. HOURS	BASE RATE 10/01/09 – 12/31/09	BASE RATE 01/01/10 – 09/30/10	ESTIMATE (BLENDED RATE X HOURS) LABOR
012	Executive				\$93,724.50
013	Executive Engineer/ Scientist				\$71,610.00
014	Senior Engineer/ Scientist				\$77,692.50
015	Travel	1 lot	Not to Exceed (NTE)		\$10,190.00
016a	Other Direct Cost (Copies)	pages			\$600.00
016b**	Other Direct Cost (Phone & Courier)	1 Lot	Actual Cost	Actual Cost	\$200.00
ESTIMATED TOTAL					\$254,017.00

<b>ESTIMATED TOTAL</b>					<b>\$739,009.00</b>
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(b) \*\* These items are Open Market and do not apply to the Federal Supply Schedule Terms and Conditions.

These items must comply with the following clauses incorporated by reference:

REFERENCE	NUMBER	TITLE	DATE
	FAR 52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS	MARCH 2001
	FAR 52.215-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS"	MARCH 2001

(2) Refer to Section A.1, entitled "CONSIDERATION AND OBLIGATIONS – TASK ORDERS" is deleted in its entirety and replaced with the following:

"BASE YEAR: 10/01/2007 – 09/30/2010

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$739,009.00. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is \$ (Task Order No. 1).

(c) A total estimated cost will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder."

(3) Refer to Section A.7, entitled "TERM OF BPA" is hereby deleted in its entirety and replaced with the following:

"The ordering period for this BPA shall commence on October 1, 2007 and will expire on September 30, 2010. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein.

This BPA expires on 09-30-2010 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. NUCLEAR REGULATORY COMMISSION/CO. The BPA holder is required to immediately notify, in writing, the U.S. NUCLEAR REGULATORY COMMISSION/Contracting Officer if at any time prior to 09-30-2010 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. NUCLEAR REGULATORY COMMISSION Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the U.S. NUCLEAR REGULATORY COMMISSION Contracting Officer."

All other terms and conditions remain the same.