

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE 3

2. AMENDMENT/MODIFICATION NO.

M019

3. EFFECTIVE DATE

SEE BLOCK 16C.

4. REQUISITION/PURCHASE REQ. NO.

33-06-317M019
DTD: 5/20/2009

5. PROJECT NO.(If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Michele D. Sharpe
Mail Stop: TWB-01-B10M
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M

Washington, DC 20555

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

MAR, INCORPORATED

1803 RESEARCH BLVD STE 204
SUITE 204
ROCKVILLE MD 208506106

CODE 062021639

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO:
GS35F0229K DR-33-06-317

10B. DATED (SEE ITEM 13)

07-28-2006

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)

N/A

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:

X D. OTHER (Specify type of modification and authority) Unilateral Modification - Exercise Option Year 3
FAR Clause 52.217-9

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.)

The purpose of this modification is to exercise Option Year 3.

Please see pages 2 through 3 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)

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

Eleni Jernell
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

6/30/09

NSN 7540-01-152-8070

PREVIOUS EDITION NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 1 2009

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 101-11.6

ADM002

The purpose of this modification is as follows:

1. To exercise the government's option to extend the term of the delivery order for Option Year 3.
2. To extend the period of performance from July 31, 2009 through July 30, 2010.
3. To increase the ceiling amount by \$7,434,765.90 from \$26,868,824.21 to \$34,303,590.11.

Accordingly, the following revisions are hereby made:

1. Section B.6, CONSIDERATION AND OBLIGATION, is deleted in its entirety and replaced with the following:

"B.6 CONSIDERATION AND OBLIGATION

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$34,303,590.11**. The Contracting Officer may unilaterally increase this amount as necessary for additional work with the contractor during the contract period provided the total contract value prescribed under this contract is not exceeded.
- (b) No funds are obligated under this order. Funds will be obligated on separate task orders, subject to the availability of funds.
- (c) The obligated amount(s) on the task orders may be unilaterally increased from time to time by the Contracting Officer by written modification. The total of the obligated amount(s) shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. The total of the obligated amount(s) shall, at no time, exceed the ceiling specified in the task order. 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.
- (d) The total amount of Option Year 1 for the products/services ordered, delivered, and accepted under this contract is **\$8,668,650.35**.
- (e) The total amount of Option Year 1 for the products/services ordered, delivered, and accepted under this contract is **\$7,622,038.79**.
- (f) The total amount of Option Year 1 for the products/services ordered, delivered, and accepted under this contract is **\$7,434,765.90**.
- (g) The total amount of Option Year 1 for the products/services ordered, delivered, and accepted under this contract is **\$6,975,676.70**.

(h) The total amount of Option Year 1 for the products/services ordered, delivered, and accepted under this contract is **\$41,279,266.80**.

2. The first sentence in Section C, STATEMENT OF WORK, 4.0 PERIOD OF PERFORMANCE, is revised to read as follows:

“The period of performance is July 31, 2009 through July 30, 2010...”

3. In Section D.2, CLAUSES INCORPORATED IN FULL TEXT, FAR 52.232-19, Availability of Funds for the Next Fiscal Year, is deleted in its entirety and replaced with the following:

“FAR 52.232-19, Availability of Funds for the Next Fiscal Year

Funds are not presently available for performance under this contract beyond July 30, 2010. The Government’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 on the part of the Government for any payment may arise for performance under this contract beyond July 30, 2010, 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.”

All other terms and conditions remain unchanged.