

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGE

1

3

2. AMENDMENT/MODIFICATION NO.
M0033. EFFECTIVE DATE
See Block 15c.4. REQUISITION/PURCHASE REQ. NO.
ADM-11-167
FAIMIS: 111605

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Jennifer A. DeFino, 301-492-3637
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)

ERGOGENESIS, LLC

1 BODYBILT PL

NAVASOTA TX 778683713

(X)

8A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-29F-0119C NRC-DR-10-10-368

10B. DATED (SEE ITEM 13)

08-17-2009

CODE 124632725

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)

B&R: 2011-40-51-F-127 JCN: D2336 BOC: 3121 APPR NO: X0200
DUNS: 124632725 NAICS: 337214 PSC: 7110 FAIMIS: 111605

OBLIGATE: \$80,000.00

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: MUTUAL AGREEMENT OF THE PARTIES. PRICE SCHEDULE REVISION, CEILING INCREASE, AND INCREMENTAL FUNDING
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE TWO FOR DESCRIPTION OF MODIFICATION TO ADD AN ITEM TO THE PRICE SCHEDULE, INCREASE THE DELIVERY ORDER CEILING, AND PROVIDE INCREMENTAL FUNDING.

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)

Ray Woodward GSA Sales / Plant Manager

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED
2/16/2011

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Stephen Pool
Contracting Officer

15B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

15C. DATE SIGNED

2/16/11

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLESTANDARD FORM 30 (REV. 10-93)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

FEB 22 2011

ADM001

The purpose of this delivery order modification is to: (1) add chair model J2507X w/ Air-Lumbar Support to the PRICE SCHEDULE section of the delivery order; 2) increase the delivery order ceiling by \$64,000.00 from \$320,000.00 to \$384,000.00; and 3) provide incremental funding in the amount of \$80,000.00, thereby increasing the obligated amount from \$48,000.00 to \$128,000.00. Accordingly, the delivery order is hereby modified as follows:

1) The PRICE SCHEDULE on Page 2 of the delivery order is hereby modified to the following:

CLIN	MODEL NUMBER	DESCRIPTION	UNIT PRICE
0001	J2507X	BodyBilt Ergonomic Chair Air Lumbar Support Fabric: Staccato	
0002	J2507X	BodyBilt Ergonomic Chair Standard Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0003	J2507X	BodyBilt Ergonomic Chair Short Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0004	J2509X	BodyBilt Ergonomic Chair Standard Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0005	J2509X	BodyBilt Ergonomic Chair Short Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0006	J2504X	BodyBilt Ergonomic Chair Standard Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0007	J2504X	BodyBilt Ergonomic Chair Short Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0008	J3504X	BodyBilt Ergonomic Chair Standard Cylinder Length Graphite Finish Fabric: Solo Teal #813	
0009	J3504X	BodyBilt Ergonomic Chair Short Cylinder Length Graphite Finish Fabric: Solo Teal #813	

2) Section A.6, CONSIDERATION AND OBLIGATION-DELIVERY ORDERS (JUN 1988), is deleted in its entirety and replaced with the following:

"(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$384,000.00. 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 \$128,000.00. 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."

All other terms and conditions of this delivery order remain the same, including the period of performance of 10/01/09 through 09/30/2014.

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

Award	\$ 0.00
Modification No. 1	\$23,000.00
Modification No. 2	\$25,000.00
Modification No. 3	\$80,000.00

Total NRC Obligations	\$128,000.00
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This modification obligates FY11 funds in the amount of \$80,000.00.