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| 2. AMENDMENT/MODIFICATION NO. M003 | 3. EFFECTIVE DATE 5/11/2011 | 4. REQUISITION/PURCHASE REQ. NO. NRR-11-161 | 5. PROJECT NO (if applicable) |
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| 6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Donna Berkowitz Mail Stop: TWB-01-B10M Washington, DC 20555 | CODE 3100 | 7. ADMINISTERED BY (If other than item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 | CODE 3100 |
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| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTH BETHESDA HOTEL, L.L.C. BETHESDA NORTH MARRIOTT HOTEL & CONFERENCE CENTER 5701 MARINELLI RD NORTH BETHESDA MD 208522785 | (X) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-03-10-094 |
| | | 10B DATED (SEE ITEM 13) 10-01-2010 |
| 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) DUNS: 152115049 NACIS: 721110
 This is not a funding action

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


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| (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) FAR 52.217-9 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.)
 The purpose of this modification is to exercise option year 1.
 The period of performance for this contract is extended through May31, 2012 (CHANGED)
 The total amount obligated to this contract is \$276,458.03 (UNCHANGED)
 The current contract ceiling is increased by \$300,243.50, from \$276,458.03 to \$576,701.53 (CHANGED)

NRC Project Officer: Lorna Kipfer, phone: 301-415-4065, email: lorna.kipfer@nrc.gov
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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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Berkowitz, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | 15C. DATE SIGNED 5/11/11 |

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

ADM002

Effective with the date of this contract Articles B.3 and B.5 are hereby modified as follows:

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on October 1, 2010 and will expire on May 31, 2012. The term of this contract may be extended at the option of the Government for an additional one-year period.

B.5 CONSIDERATION AND OBLIGATION-- HYBRID TYPE CONTRACT

1) INDEFINITE QUANTITY LINE ITEMS:

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted for line items 0001 – 0007 under this contract is \$276,458.50. 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 total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted for line items 1001 – 1007 under this contract is \$300,243.50. 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.

(c) The amount presently obligated with respect to this contract for line items 0001 – 0007 is \$276,458.50. The Contracting Officer or Project 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.

(d) The amount presently obligated with respect to this contract for line items 1001 – 1007 is \$0. The Contracting Officer or Project 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) COST REIMBURSEMENT LINE ITEMS:

(a) The total estimated cost to the Government of the cost reimbursement line items (CLIN 0008) for full performance under this contract is \$5,000.00.

(b) The total estimated cost to the Government of the cost reimbursement line items (CLIN 1008) for full performance under this contract is \$5,000.00.

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(c) The amount obligated by the Government with respect to the cost reimbursement line items (CLIN 0008) under this contract is \$5,000.00.

(d) The amount obligated by the Government with respect to the cost reimbursement line items (CLIN 1008) under this contract is \$0.