

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE 4

2. AMENDMENT/MODIFICATION NO.
M003

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
RFP# : HR-11-190, FAIMIS# : 112599
RFP# : HR-11-191, FAIMIS# : 112600

5. PROJECT NO. (If applicable)

6. ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Erika Eam, 301-492-3492
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

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

WD ASSOCIATES INC.

ATTN: RICHARD WATKINS
1605 DOOLEY ROAD
P.O. BOX 187

WHITEFORD MD 21160

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-38-10-704

10B. DATED (SEE ITEM 13)
09-09-2010

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)

B&R#: 2011-84-17-N-157; Job Code: X8497; BOC: 252A; Appr. No.: 31X0200; Amount Obligated: \$78,300
B&R#: 2011-84-17-N-157; Job Code: X8497; BOC: 252A; Appr. No.: 31X0200; Amount Obligated: \$70,000; DUNS#: 808331797; NAICS Code: 611430

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) FAR 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

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.)

The purpose of this modification is to make the following changes, (1) extend the contract completion, (2) increase the total estimated price, (3) revise the Price/Cost Schedule, (4) revise the Statement of Work, and (5) revise the Key Personnel clause.

Total Ceiling Price: \$600,800 (Changed)
Total Obligation: \$600,800 (Changed)
Period of Performance: 9/9/2010 - 7/29/2011 (Changed)

Please see page 2 for detailed information.

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) <i>Richard Watkins</i>	15B. CONTRACTOR/OFFEROR Richard Watkins (Signature of person authorized to sign)	15C. DATE SIGNED 5/12/11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Erika Eam Contracting Officer	16B. UNITED STATES OF AMERICA BY <i>Erika Eam</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5/12/2011
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NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

SUNSI REVIEW COMPLETE

MAY 13 2011

ADMOD2

TEMPLATE - ADM001

1. **B.4 PRICE/COST SCHEDULE**, delete in its entirety and replace with the following,

CLIN	DESCRIPTION	QTY	UNIT	PRICE
001	Development of Boiling Water Reactor Technology Training Course (Includes Tasks 1, 2, and 3)	1	Each	NTE [REDACTED]
CLIN	DESCRIPTION	QTY	UNIT	PRICE
002	Travel (Cost Reimbursement)	1	LOT	NTE [REDACTED]
TOTAL CONTRACT PRICE				NTE \$600,800

Payment Schedule Based on Completion of Work for Firm Fixed Price Portion		
CLIN	COMPLETION OF WORK	AMOUNT
001a	[REDACTED]	[REDACTED]
001b	[REDACTED]	[REDACTED]
001c	[REDACTED]	[REDACTED]
001d	[REDACTED]	[REDACTED]
001e	Upon Submission of Final Product	[REDACTED]

2. **B.4 CONSIDERATION AND OBLIGATION—FIRM FIXED PRICE (JUN 1988)**, delete in its entirety and replace with the following,

"The firm fixed price of this contract is \$600,800."

3. **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK, Task 1, STUDENT REFERENCE MANUAL**, delete in its entirety and replace with the following,

"TASK 1 STUDENT REFERENCE MANUAL

REQUIREMENT: The manual will include chapters on individual system design and operation, normal plant operations, startup and shutdown, technical specification requirements and bases, anticipated plant transients and accidents, normal/abnormal/emergency operating procedures, and risk assessment insights. The manual will be developed to the requirements of the training center Operation Procedure 0408; HRTD Training Course Manual Style Guide. Contractor shall provide an independent quality review of the developed material using key personnel experienced in this particular reactor design.

DELIVERABLE: One hardcopy Student Reference Manual consisting of an estimated volume of 5-7 2.5 inch binders. One electronic copy of the Student Reference Manual consisting of individual chapter files and a completed compiled manual file. Project work shall commence within sixty (60) days of contract award. The project shall be completed within eight (8) months of contract award. All materials developed are considered works-for-hire and become NRC property.

* Total period of performance is ten (10) months with the understanding of taking two (2) months for the security clearance review and eight (8) months to start and complete the effort."

4. SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK, Task 3, GRAPHICS CONVERSION, delete in its entirety and replace with the following,

“TASK 3 GRAPHICS CONVERSION

REQUIREMENT: Graphic images will be converted/modified from existing reference material or developed for inclusion to the student reference manual and PowerPoint presentations. The final images shall be suitable for use with Microsoft Word and Microsoft PowerPoint software and capable of future conversion to 3-D modeling software. Contractor shall provide an independent quality review of the developed material using key personnel experienced in this particular reactor design.

DELIVERABLE: Supporting graphic images provided for each chapter of the Student Reference Manual. One electronic file for each of the finalized graphics included in the Student Reference Manual and PowerPoints. Project work shall commence within sixty (60) of contact award. The project shall be completed within ten (10) months of contract award. All materials developed are considered works-for-hire and become NRC property.

* Total period of performance is ten (10) months with the understanding of taking two (2) months for the security clearance review and eight (8) months to start and complete the effort.”

5. SECTION F - DELIVERIES OR PERFORMANCE, F.3 DELIVERY SCHEDULE, delete in its entirety and replace with the following,

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
Boiling Water Reactor Technology Training Course Development (Includes Task 1, Task 2 and Task 3)	1	The project shall be completed within ten (10) months of contract award.

* Total period of performance is ten (10) months with the understanding of taking two (2) months for the security clearance review and eight (8) months to start and complete the effort.”

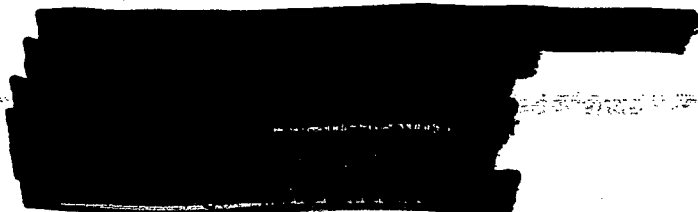
6. SECTION F - DELIVERIES OR PERFORMANCE, F.5 DURATION OF CONTRACT PERIOD (MAR 1987), delete in its entirety and replace with the following,

“This contract shall commence on September 10, 2010 and will expire July 29, 2011.

* Total period of performance is ten (10) months with the understanding of taking two (2) months for the security clearance review and eight (8) months to start and complete the effort.”

7. H.2 2052.215-70 KEY PERSONNEL (JAN 1993), delete in its entirety and replace with the following,

“(a) The following individuals are considered to be essential to the successful performance of the work hereunder:



The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage."

All other terms and conditions will remain the same.