

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE

OF

2. AMENDMENT/MODIFICATION NO.

M011

3. EFFECTIVE DATE

02-17-2012

4. REQUISITION/PURCHASE REQ. NO.

ASB-12-009

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts

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)

NEAL R. GROSS AND COMPANY, INC.  
COURT REPORTERS AND TRANSCRIBERS

1323 RHODE ISLAND AVE NW

WASHINGTON DC 200053701

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NRC-21-10-494

10B. DATED (SEE ITEM 13)

12-11-2009

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: 001627124 NAICS: 561492

B&R: 07D-15-300-179 JC: J7045 BOC: 252P APPN: 31N0200

Deobligate: (-\$24,650.00)

**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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) Article B.2 Consideration and Obligation - Delivery Orders

X

**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 deobligate \$24,650.00 of prior year funds

The period of performance for this contract is from December 11, 2009 through December 10, 2012 (UNCHANGED)

The total amount obligated to this contract is decreased by \$24,650.00, from \$1,825,000.00 to \$1,800,350.00 (CHANGED)

The contract ceiling is \$2,549,530.80 (UNCHANGED)

NRC Project Officer: Jim Cavanaugh, email: [james.cavanaugh@nrc.gov](mailto:james.cavanaugh@nrc.gov), phone: 301-415-7408

Contractor POC: Neal R. Gross, President, email: [nrgross@nealrgross.com](mailto:nrgross@nealrgross.com) and [info@nealrgross.com](mailto:info@nealrgross.com), phone: 202-234-4433

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)

Donna Berkowitz  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY Donna Berkowitz  
(Signature of Contracting Officer)

2/17/12

**NRC-21-10-494 M011**

Article B.2 – Consideration and Obligation – Delivery Orders, is revised as follows:

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$2,549,530.80. 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 Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased 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 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.

Below is a summary of obligations for this contract from the award date through the date of this action:

Base Year	\$255,000.00	FY2010
Modification No. 1	\$100,000.00	FY2010
Modification No. 2	\$200,000.00	FY2010
Modification No. 3	\$ 50,000.00	FY2010
Modification No. 4	\$300,000.00	FY2011
Modification No. 6	\$150,000.00	FY2011
Modification No. 7	(-\$25,000.00)	FY2010 (deobligation)
Modification No. 8	\$240,000.00	FY2011
Modification No. 9	\$355,000.00	FY2011
Modification No. 10	\$200,000.00	FY2012
Modification No. 11	(-\$24,650.00)	FY2010 (deobligation)