

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE 7-23-2012	4. REQUISITION/PURCHASE REQ. NO. ADM-12-429	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom 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) ALLSTEEL INC. 2210 2ND AVE MUSCATINE IA 527615263	(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE 120316711		9B. DATED (SEE ITEM 11)
FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS28F0001V NRC-HQ-12-A-10-0001 Modification No. 2
		10B. DATED (SEE ITEM 13) 11-17-2011

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) This Modification Does Not Obligate Funding
 DUNS# 120316711 FAIMIS# N/A
 NAICS: 337214 PSC: 7110

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 data, 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) Mutual Agreement Between Both Parties

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.)
 Blanket Purchase Agreement (BPA) NRC-HQ-12-A-10-0001 under GSA Schedule GS28F0001V is hereby modified as follows:
 1. The table found in Section 3.4.1 of the SOW is hereby replaced in its entirety with the attached table and language.
 2. The language found in Section 3.4.c of the SOW is hereby replaced in its entirety with the attached.
 3. The language found in Section 3.4.o of the SOW is hereby replaced in its entirety with the attached.
 4. The Price Schedule, found in Modification #1 to the BPA, is hereby deleted and replaced with the attached Price Schedule.
 5. The ceiling of the Base Period is hereby increased by \$3,538,779.00. The total ceiling of the BPA is hereby increased by \$3,538,779.00.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ronald L. Hartman National Channel Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen Pool Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Ronald L. Hartman</i> (Signature of person authorized to sign)	15C. DATE SIGNED 23-JUL-2012
16B. UNITED STATES OF AMERICA <i>Stephen Pool</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/23/12

Blanket Purchase Agreement NRC-HQ-12-A-10-0001 is hereby modified as follows:

1. The following table and language is hereby added to the Statement of Work (SOW) and replaces the information found at Section 3.4.1 of the SOW in its entirety:

Revised Installation Phasing Plan							
Phase	Original Floors per Contract	Current Floors	10 Workdays per Floor	Calendar Days per Contract	Workstations	Offices	Total
1	Lobby, FL 2-4	Lobby, FL 2-4	30 days	72 days	196	36	232
2	PDC, FL 5-7	PDC, FL 5-7	40 days	58 days	281	45	326
3	B1, SU, FL 8-11	B1, SU FL 8	20 days	73 days	114	19	133
*Lobby, B1/SU shall be considered one floor							
4	FL 12-14	FL 9-11	30 days	54 days	281*	63*	344*
5		FL 12-14	30 days	54 days	264*	61*	325*
Totals					1136	224	1360

*These workstation and office counts are for the "Current Floors." Totals remain the same.

"Allsteel / Office Images shall deliver and install all required furniture per approved furniture plans for each floor (10 workdays) within the specified number of calendar days by phase shown in revised table 3.4.1. Performance deductions will take effect if Allsteel / Office Images exceed the specified number of calendar days by phase. These performance measures do not include any open punch items that are documented and agreed upon by the NRC PO. Walk-throughs and floor acceptance has to be firmly scheduled and completed no later than 3 calendar days after the installation completion date by floor. All punch list walk-throughs shall be scheduled during the hours of 6:00 am to 6:00 pm. Prior to finalizing a punch list walk-through meeting time, Allsteel / Office Images shall seek approval for meeting times by the NRC PO. The Installation Completion Sign-off Form and the completed Furniture Punch list Form, issued by Allsteel, will serve as the official floor acceptance documents".

2. The following language is hereby added to the SOW and replaces the language found at Section 3.4.c in its entirety:

c. Performance Measures and Deductions

- Performance Measures: The contractor shall deliver and install all required furniture and equipment for Phase 1, 2, 3, 4 and 5 within the time frames specified above. Failure by the contractor to comply with timeframes of this SOW shall constitute a "valid complaint" under this contract.
- Performance Deductions: NRC will deduct the following amounts from the monthly invoices pertaining to the delayed installation phase in which the contractor fails to

comply with the delivery schedule or calendar for Phases 1 – 5. See Table 3.4.2 for deduction details.

3. The following language is hereby added to the SOW and replaces the language found at Section 3.4.o in its entirety:

“The contractor shall fully accomplish each installation on the agreed upon dates/schedule. Following installation, any punch list items identified by the NRC PO shall be resolved and completed within a maximum of fifteen (15) business days from the installation date and/or work order.”

4. The CLIN structure of the BPA is hereby revised to include Installation and Delivery Services on Sundays and Federal Holidays. The attached Price Schedule hereby replaces the Price Schedule from Modification No. 1 in its entirety.
5. The ceiling of the Base Period is hereby increased by \$3,538,779.00 from \$6,486,258.86 to \$10,025,037.86. The total ceiling of the BPA is hereby increased by \$3,538,779.00 from \$17,035,953.09 to \$20,574,732.09. See the below breakdown of the increase for the base period only. The quantities for each option period shall remain unchanged.

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
A001	Systems and Ancillary Furniture	1 lot		\$2,770,184.00
A003	Designer	45 hrs	\$65.00	\$ 2,925.00
A004	Installation & Delivery	8,147 hrs	\$40.00	\$ 325,880.00
	- Normal Hours			
A005	Installation & Delivery			
	- Evening & Saturday Hours	5,630 hrs	\$60.00	\$ 337,800.00
A006	Installation & Delivery			
	- Sunday & Federal Holiday Hours	1,000 hrs	\$80.00	\$ 80,000.00
A007	Warehouse – Minimum 20,000 SF	30 days	\$733.00	\$ 21,990.00
Total Ceiling Increase – Base Period				\$3,538,779.00

All other terms and conditions shall remain unchanged.