

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

2. AMENDMENT/MODIFICATION NO.
M001

3. EFFECTIVE DATE
See block 16c

4. REQUISITION/PURCHASE REQ. NO.
ADM-12-405
RG3-12-014

5. PROJECT NO (If applicable)

6. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Nancy Lamon-Kritikos
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)

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
GS27F0043X NRC-HQ-11-F-10-0001

10B. DATED (SEE ITEM 13)
08-16-2011

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) SEE CONTINUATION PAGE

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

X 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)

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 CONTINUATION PAGE

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)
Ernest P. Nycz, General Counsel

16A. 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
8/1/12

16B. UNITED STATES OF AMERICA
BY 
(Signature of Contracting Officer)

16C. DATE SIGNED
8/3/12

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 06 2012

ADM002

CONTINUATION PAGE

ACCOUNTING AND APPROPRIATION DATA

DUNS: 124632725 NAICS: 337214 PSC: 7110

RFPA: ADM-12-405

B&R: 2012-40-51-F-127 JC: D2336 BOC: 3121 APPN: 31x0200

Obligate: \$50,000.00

RFPA: RG3-12-014

B&R: 2012-93-51-F-191 JC: J9326 BOC: 3121 APPN: 31x0200

Obligate: \$24,200.00DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to: 1) add incremental funding in the amount of \$74,200, 2) change the shipping location, 3) change the Project Officer from Bruce Ridgely to Consuela Nicholas, and 4) change the Shipping Schedule and Rates.

Accordingly, the following changes are hereby made:

1. Paragraph (b) of Section A.5 CONSIDERATION AND OBLIGATION—DELIVERY ORDERS (JUN 1988) is deleted in its entirety and replaced with the following:

(b) The amount presently obligated with respect to this contract is \$94,200.00. 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.

2. Block 6 of the OF 347 is deleted in its entirety and replaced with the following:

Consignee: U.S. Nuclear Regulatory Commission

Street Address/City/State/Zip Code: Contractor shall ship items to the location(s) designated in the delivery order or task order, provided the designated location is one of the locations included in the Shipping Schedule and Rates listed on the Continuation page.

3. Section A.2 2052.215-72 PROJECT OFFICER AUTHORITY ALTERNATE 1 (FEBRUARY 2004) is deleted in its entirety and replaced with the following:

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Consuela Nicholas

Address: US NRC Mail Stop: 4D15
Washington DC, 20555

Telephone Number: 301-415-1425

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

4. The Shipping Schedule and Rates listed on the Continuation page of the contract is deleted in its entirety and replaced with the following:

All chairs shall be shipped at standard time of 28 days from receipt of delivery order.

Shipping Charges for Maryland shall be as follows:

Delivery Location	Quantity / Carrier	Price
Maryland	1 chair via FedEx	
Maryland	2 chairs via FedEx	
Maryland	3 chairs via FedEx	
Maryland	4 chairs via FedEx	
Maryland	5 chairs via FedEx	
Maryland	6 chairs via FedEx	
Maryland	7 chairs via FedEx	
Maryland	8 chairs via FedEx	
Maryland	9 chairs via FedEx	
Maryland	10 chairs via FedEx	
Maryland	15 chairs via FedEx	
Maryland	20 chairs via FedEx	

For any order to be delivered outside of Maryland but within the continental United States, Contractor shall obtain shipping quotes from three common carriers and shall select the lowest priced shipping option.

A summary of obligations under this contract, from date of award through this current modification, is as follows:

Base Award:	\$20,000.00
Modification No. 1:	\$74,200.00

Total Obligations:	\$94,200.00

This modification obligates \$74,200.00.

The period of performance for the contract is from August 16, 2011 through September 30, 2014 (UNCHANGED)
The total amount obligated to this contract is increased by \$74,200.00, from \$20,000.00 to \$94,200.00 (CHANGED)
The total order ceiling is \$200,000.00 (UNCHANGED)

NRC Project Officer/COR: Consuela Nicholas, email: Consuela.Nicholas@nrc.gov, phone: 301-415-1425
Contractor POC: Ernie Nycz, email: enycz@ergogenesis.com, phone: 214-924-3912

All other terms and conditions remain the same.