

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF

2

2. AMENDMENT/MODIFICATION NO.

M003

3. EFFECTIVE DATE

See block 16C

4. REQUISITION/PURCHASE REQ. NO.

NRO-13-163

Dated: 06/19/13

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Aracelis Perez-Ortiz  
Mail Stop: 3WPN 05C64MP  
Washington, DC 20555

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: 3WPN 05C64MP  
Washington, DC 20555

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

ENERGY RESEARCH, INC.

6189 EXECUTIVE BLVD

ROCKVILLE MD 208523901

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NRC-HQ-12-C-42-0106 NRC-T004

10B. DATED (SEE ITEM 13)

02-27-2013

CODE 621211259

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: 2013-25-17-4-118 JC:Q4251 BOC:252A AppNo:31X0200  
FAIMIS:132612 NAICS:541690 PSC:R425 DUNS:621211259  
OBLIGATES: \$14,000.00

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:

X

D. OTHER (Specify type of modification and authority) A.2 CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE  
(AUG 2011) ALTERNATE I (AUG 2011)

**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 provide incremental funding in the amount of \$14,000.00 thereby increasing the the obligated amount from \$16,000.00 to \$30,000.00.

See page 2 for modification details.

Total Obligated Amount: \$30,000.00 (Changed)

Total Order Ceiling: \$79,196.75 (Unchanged)

Period of Performance: 04/01/2013 - 12/31/2014 (Unchanged)

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)

Claudia G. Melgar  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

7/1/2013

The purpose of this task order modification is to provide incremental funding in the amount of \$14,000.00 thereby increasing the obligated amount from \$16,000.00 to \$30,000.00.

Accordingly, the following highlighted changes are hereby made:

- (1) Section CONSIDERATION AND OBLIGATION –COST-PLUS-FIXED-FEE (AUG 2011) ALTERNATIVE 1 (AUG 2011), is deleted in its entirety and replaced with the following:

**"A.2 CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE (AUG 2011)  
ALTERNATE I (AUG 2011)**

(a) The total estimated cost to the Government for full performance of this contract is \$79,196.75, of which the sum of \$75,425.48 represents the estimated reimbursable costs, and of which \$3,771.27 represents the fixed-fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee.

**(c) The amount currently obligated by the Government with respect to this contract is \$30,000.00, of which the sum of \$28,571.43 represents the estimated reimbursable costs, and of which \$1,428.57 represents the fixed-fee.**

**(d) It is estimated that the amount currently obligated will cover performance through November 30, 2013.**

(e) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(f) In accordance with FAR 52.216-8 - Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000.00, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is \$565.69."

A summary of obligations for this contract from award date through the date of this action is provided below:

FY 2013 Obligated Amount.....	<u>\$30,000.00</u>
Cumulative Total NRC Obligations.....	<b>\$30,000.00</b>

All other terms and conditions under this task order remain unchanged.  
END OF TEXT