

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. M0002	3. EFFECTIVE DATE 12/01/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. NRC - HQ Division of Contracts	CODE NRCHQ	7. ADMINISTERED BY (if other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TRANSWALL OFFICE SYSTEMS, INC. Attn: HUGH AIKENS 1220 WILSON DR WEST CHESTER PA 193804231		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 611632790	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-12-A-10-0002 NRC-HQ-12-O-10-0001	10B. DATED (SEE ITEM 13) 11/29/2011

**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 ACKNOWLEDGEMENT 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 Schedule.

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	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) In accordance with 52.243-72 MODIFICATION (MULTIPLE AWARD SCHEDULE) (JUL 2000) (DEVIATION I - SEPT 2010)

**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.)**

GSA Contract #: GS28F0029S

The purpose of this modification is (1) to incorporate Option Period 1 and Option Period 2, (2) to extend the current period of performance through November 30, 2014, (3) to increase the Task Order Ceiling for the base by \$50,000.00, from \$150,000.00 to \$200,000.00, (4) to increase the Task Order Ceiling for the base and all options by \$150,000.00, from \$150,000.00 to \$300,000.00, (5) to incorporate Section A.3 Price/Cost Schedule, (6) to incorporate Section B.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), (7) to incorporate Section B.8 OPTION TO EXTEND SERVICES (NOV 1999), (8) to revise Block 21 MAIL INVOICE TO of the Optional Form 357 (page 1) of the basic order, and (9) to incorporate the attached Billing Instructions. See page three (3) for details.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jay Aikens / Principal	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NANCY LAMON-KRITIKOS
15B. CONTRACTOR/OFFEROR Jay Aikens (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Nancy Lamon (Signature of Contracting Officer)
15C. DATE SIGNED 11/27/13	16C. DATE SIGNED 11/27/2013

NSN 7540-01-152-8070  
Previous edition unusable

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE FEB 11 2014

ADM002

**CONTINUATION SHEET**

NAME OF OFFEROR OR CONTRACTOR  
TRANSWALL OFFICE SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ceiling (Exclusive of Options): \$200,000 (Changed) Ceiling (Inclusive of Options): \$300,000 (Changed) Total Obligations: \$40,000 (Unchanged) Period of Performance: 12/01/2011 to 11/30/2014				

The purpose of this modification is (1) to incorporate Option Period 1 and Option Period 2, (2) to extend the current period of performance through November 30, 2014, (3) to increase the Task Order Ceiling for the base by \$50,000.00, from \$150,000.00 to \$200,000.00, (4) to increase the Task Order Ceiling for the base and all options by \$150,000.00, from \$150,000.00 to \$300,000.00, (5) to incorporate Section A.3 Price/Cost Schedule, (6) to incorporate Section B.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), (7) to incorporate Section B.8 OPTION TO EXTEND SERVICES (NOV 1999), (8) to revise Block 21 MAIL INVOICE TO of the Optional Form 357 (page 1) of the basic order, and (9) to incorporate the attached Billing Instructions.

Accordingly, the following changes are hereby made:

1. Section A.1 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988) is deleted in its entirety and replaced with the following:

The ordering period for this task order shall commence on December 1, 2011 and will expire on **November 30, 2014 or such later ending date as determined by the exercise of any option.**

**Base Period: December 1, 2011 – November 30, 2014**  
**Option Period 1: December 1, 2014 – November 30, 2015**  
**Option Period 2: December 1, 2015 – November 30, 2016**

Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 – Ordering).

2. The first sentence of paragraph (a) of Section A.2 CONSIDERATION AND OBLIGATION—DELIVERY ORDERS (JUN 1988) is deleted in its entirety and replaced with the following:

**(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this task order is \$300,000.00. The current estimated amount of this contract (ceiling) for the base and exercised options for the products/services ordered, delivered, and accepted under this task order is \$200,000.00.**

3. Section A.3 Price/Cost Schedule is hereby incorporated as follows:

The following contract products can be ordered under this BPA. All orders placed against this TO are subject to the terms and conditions of the contract, except as noted below:

<u>TO Period</u>		<u>Ceiling</u>
Base Period:	December 1, 2011 – November 30, 2014	\$200,000.00
Option Period 1:	December 1, 2014 – November 30, 2015	\$ 50,000.00
Option Period 2:	December 1, 2015 – November 30, 2016	\$ 50,000.00
		-----
Total TO Ceiling:		\$300,000.00

The actual Price Schedule shall be Transwall Office System's GSA Price List for contract GS-28F-0029S. The NRC shall be able to procure any items found on GSA Schedule price list. The discount matrix found in the price schedule shall apply to procure all items procured under the TO and shall remain in effect for the life of the BPA. Open Market items shall not be procured under this TO.

**\*\*The Contractor shall provide a copy of any GSA approved rate changes to the NRC Contracting Officer and Contracting Officer's Representative within 24 hours of any rate change. The NRC will not honor requests by the Contractor for rate changes once an order has been placed by the Contracting Officer's Representative. The NRC shall be notified in advance of all rate changes.**

4. Paragraph (b) of Section B.5 52.216-19 ORDER LIMITATIONS (OCT 1995) is deleted in its entirety and replaced with the following:
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of **\$200,000.00**;
  - (2) Any order for a combination of items in excess of **\$200,000.00**; or
  - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
5. Section B.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) is hereby incorporated as follows:
- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
  - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
  - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.
6. Section B.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) is hereby incorporated as follows:
- The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.
7. Block 21 MAIL INVOICE TO of the Optional Form 347 (page 1) of the basic order is hereby deleted in its entirety and replaced with the following:
- a. Name  
NRC Payments  
U.S. Nuclear Regulatory Commission
  - b. Street Address  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A
  - c. City  
Rockville
  - d. State  
MD
  - e. Zip Code  
20852-2738

8. Billing Instructions for Fixed Price Type Contracts is hereby incorporated as Attachment No. 1.

9. A summary of obligations from date of award through this modification is as follows:

Task Order Award	\$	40,000
Modification No. 1	\$	0
Modification No. 2	\$	0
		-----
Total:	\$	40,000

This modification obligates \$0 in FY14 funding.

**All other terms and conditions remain unchanged.**

**ATTACHMENT 1**

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**Purchase of Capital Property:** (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**2. Invoice/Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**



**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.