

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RES-19-0092	5. PROJECT NO. (If applicable)
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6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M JEFFREY R MITCHELL 301-415-5074 WASHINGTON DC 20555-0001	7. ADMINISTERED BY (If other than Item 6) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001
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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)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-60-15-E-0002 31310018F0029
CODE 621211259 FACILITY CODE		10B. DATED (SEE ITEM 13) 02/28/2018

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) 2019-C0200-FEEBASED-60-60D002-60B205-1052-11-6-182-252A-11-6-182-1052	Net Increase:	\$65,000.00
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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) FAR 52.232-22 - Limitation of Funds

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 \$65,000.00, thereby increasing the obligated amount from \$220,000.00 to \$285,000.00. A detailed description is provided on page two.

Task Order Ceiling: \$389,233.23 (unchanged)
 Task Order Obligation Amount: \$285,000.00 (changed)
 Period of Performance: 03/01/2018 to 08/31/2020

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JEFFREY R. MITCHELL
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 03/14/2019

The purpose of this modification is to provide incremental funding in the amount \$65,000.00, thereby increasing the obligated amount from \$220,000.00 to \$285,000.00. Accordingly, section **B.3 NRCB040A CONSIDERATION AND OBLIGATION— COST-PLUS-FIXED-FEE (AUG 2011) ALTERNATE I (AUG 2011)**, is revised to the following:

- “(a) The total estimated cost to the Government for full performance of this contract is **\$389,233.23**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] 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 **\$285,000.00**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee
- (d) It is estimated that the amount currently obligated will cover performance through September 30, 2019.
- (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, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is [REDACTED].

(End of clause)

All other terms and conditions of the task order remain the same.