

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

13

3. EFFECTIVE DATE

03/07/2001

4. REQUISITION/PURCHASE REQ. NO.

ASB-98-300

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: Yvette Brown - Mail Stop T-7-I-2
Contract Management Branch 2
Washington DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

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

Ann Riley and Associates, Ltd.
ATTN: Ann Riley
1025 Connecticut Avenue, NW
Suite 1014
Washington DC 20036

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-21-98-300

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X 10-16-1997

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 of 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)

N/A

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 49.603-6 No-Cost Settlement Agreement - Complete Termination

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See attached 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)

Ann Riley & Associates, Ltd.
by: Joseph Gallo

15B. CONTRACTOR OFFEROR

(Signature of person authorized to sign)

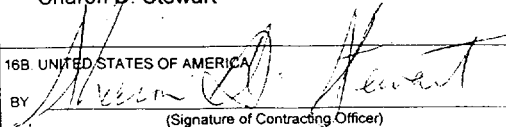
15C. DATE SIGNED

3-7-01

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Sharon D. Stewart

16B. UNITED STATES OF AMERICA

BY 
(Signature of Contracting Officer)

16C. DATE SIGNED

3/7/01

This supplemental agreement modifies the contract to reflect a no-cost termination settlement agreement and to terminate the contract. As a result, both parties agree to the following:

- 1) The Contractor unconditionally waives any charges against the Government because of the termination of the contract and releases it from all obligations under the contract due to its termination. The Government agrees that all contractor obligations under the contract are concluded. The Contractor agrees that the Government will reimburse the Contractor for a total amount of \$8,074.47 which includes \$596.30 for the remainder of payment due under Invoice Numbers 2574-2579 dated January 23, 2001; \$1,712.27 for completed work orders not previously billed as referenced in ARA's letter of February 26, 2001; and \$5,765.90 in accordance with the agreement letter dated January 19, 2001 and accepted by ARA on January 22, 2001. The NRC will not pay any charges related to the termination of this contract. This no cost termination settlement agreement constitutes the complete and final settlement of all matters related to Contract NRC-21-98-300. The Contractor waives its right to bring an action against the NRC, its officers, agents and employees in any forum related to Contract No. NRC-21-98-300.
- 2) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:
 - (A) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clause related to: labor law, contingent fees, domestic article, employment of aliens, and "officials not to be benefit."
 - (B) All rights and liabilities, if any, of the parties arising under the contract and relating to reproduction rights, patent infringement, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
 - (C) All rights and liabilities, if any, of the parties relating to Government property furnished to the Contractor for the performance of this contract.
 - (D) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.
- 3) The Contractor agrees to meet with the NRC Contracting Officer on Wednesday, March 7, 2001, to return the NRC contractor issued identification badges which are held by Ms. Ann Riley and Mr. Doug Swift, and execute two copies of this agreement.