

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

OF PAGES

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2. AMENDMENT/MODIFICATION NO.

M007

3. EFFECTIVE DATE

October 22, 2005

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Michael Turner - Mail Stop T-7-I-2
Contract Management Branch No. 3
Washington DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Washington, DC 20555

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

FORCE 3 INC

2147 PRIEST BRIDGE DR

CROFTON MD 211142478

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS35F0785J DR-02-04-012

10B. DATED (SEE ITEM 13)

10-22-2003

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)

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) **Unilateral**
X **FAR 52.217-9, Option to Extend the Term of the Contract**

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.)

SEE PAGE 2 FOR MODIFICATION DETAILS

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)

Michael A. Turner,
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

Michael A. Turner
(Signature of Contracting Officer)

10/17/05

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001 **SISP REVIEW COMPLETE****ADM002**

The purpose of this modification is to: (1) exercise option year one of the contract in accordance with Federal Acquisition Regulation Clause 52-217-9, entitled, "Option to Extend the Term of the Contract," and Subsection B.2, entitled, "Period of Performance," thereby extending the term of the contract through October 21, 2006. This modification hereby incorporates by reference, the August 19, 2005, [REDACTED] Inc., (F3), in which F3 acknowledges the Government's intent to exercise the option period. As a result of this action, the ceiling amount of the contract is hereby increased by \$827,420.00 from \$1,563,245.00 to \$2,390,665.00, and (2) revise Subsection C.23, entitled, "Availability of Funds for the Next Fiscal Year."

Accordingly, the following changes are hereby made:

1. Under Subsection B.1 - CONSIDERATION AND OBLIGATION, Paragraph a is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this contract (ceiling) for the products/services, ordered, delivered and accepted under this contract is \$2,390,665.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract."

2. Subsection B.2, - PERIOD OF PERFORMANCE, is deleted in its entirety and substituted with the following in lieu thereof:

"The period of performance for this contract shall commence on October 22, 2003, and will expire on October 21, 2006. There are no options periods remaining under this contract."

3. Subsection C.23 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR, is deleted in its entirety and substituted with the following in lieu thereof:

"Funds are not presently available for performance under this contract beyond October 21, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No. Legal liability of the part of the Government for any payment may arise for performance under this contract beyond October 21, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

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

Total FY'04 Obligation Amount	\$815,270.00
Total FY'05 Obligation Amount	\$715,000.00

Cumulative Total of NRC Obligations: \$1,530,270.00

There is no funding activity for this contract modification.

All other terms and conditions under this delivery order remain unchanged.