

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

NRC-HQ-11-A-10-0015

1. CONTRACT ID CODE

PAGE

1

OF

3

2. AMENDMENT/MODIFICATION NO.

M003

3. EFFECTIVE DATE

08-20-2012

4. REQUISITION/PURCHASE REQ. NO.

ADM-12-475

5. PROJECT NO. (if applicable)

8/3/2012

6. ISSUED BY

CODE 3100

7. ADMINISTERED BY (if other than item 6)

CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Daniel App
Mail Stop TWB-01B10M
Washington, DC 20555

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

(X) 9A. AMENDMENT OF SOLICITATION NO.

PRICE MODERN LLC
PRICE MODERN OF WASHINGTON

9B. DATED (SEE ITEM 11)

2604 SISSON ST STE 1
BALTIMORE MD 212113189

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-HQ-12-O-10-0002

CODE 003073525

FACILITY CODE

X 10B. DATED (SEE ITEM 13)
03-09-2012

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)

Obligate: \$307,691.00 PSC:7110 NAICS:337122 FAIMIS:123223
B&R:20124051F127 JOB:D2336 BOC:3121 Appn:31x0200 \$52,000.00
B&R:201240174160 JOB:N2316 BOC:3121 Appn:31x0200 \$255,691

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)

Incremental Funding

X

52.217-6 Option for Increased Quantity

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.)

The purpose of this modification is to add incremental funding in the amount of \$307,691.00 from \$60,000 to \$367,691.00 and increase the ceiling in the amount of \$34,815.08, from \$350,000.00 to \$384,815.08.

This modification also:

1. Adds additional fabric and chairs to support the the NRC buildings.

2. Updates A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988).

3. Updates C.2 52.216-19 ORDER LIMITATIONS (OCT 1995).

See page 2 and 3 for further details.

Ceiling Amount: \$384,815.08

Amount Obligated: \$367,691.00

Period of Performance: 03/09/2012 - 09/30/2012

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)

MICHAEL T. NEALE
V.P. GOVERNMENT SALES

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

Stephen Pool
Contracting Officer

15B. CONTRACTING OFFICER

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

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

SUNSI REVIEW COMPLETE

AUG 21 2012

TEMPLATE - ADM001

ADM002

The following changes to Task Order NRC-HQ-12-O-10-002 are hereby made.

A.1 PRICE/COST SCHEDULE

CLIN	Model Number	Description	Maximum Quantity	Unit Price	Total
0001	M600-2100	Haworth Improv Side Chair 4-Leg Stacker, No Arms, Poly Outer Fabric: Maharm Akimbo 464770 007 Hearth			
0002	M600-2100	Respite Wheat 4leg stchr,no arms, Poly outer			
0003	M600-2100	Luna Hardware Wire OHW-2100			
0004	SCS-24-OH	Very Seating,side,fabric seat,plastic/poly back			
0005	SCS-24-RH	Very Seating,side,fabric seat,plastic/poly back			
Total Cost Ceiling of Task 2					\$384,815.08

A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$384,815.08. 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.

(b) The amount presently obligated with respect to this contract is \$367,691.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$384,815.08;

(2) Any order for a combination of items in excess of \$384,815.08; 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.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.