

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE
1OF
32. AMENDMENT/MODIFICATION NO.
M003

3. EFFECTIVE DATE

See Block 16C150

4. REQUISITION/PURCHASE REQ. NO.

OE-13-011; OE-13-012

Dated: 4/1/13; 4/4/13

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Aracelis Perez-Ortiz
Mail Stop: TWB-01-B10M
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

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

CORNELL UNIVERSITY, INC
OFFICE OF SPONSORED PROGRAMS

373 PINE TREE RD

ITHACA NY 148502820

CODE 872612445

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-HQ-12-C-37-0039

10B. DATED (SEE ITEM 13)

X

03-12-2012

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)

B&R: 2013-7B-34-5-124; JC: N7213; BOC: 252A; APPN: 31X0200;
FAIMIS: RQ131723; Obligates: \$35,000.00;
DUNS: 872612445; NAICS: 541990 PSC: R40813. 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:

X D. OTHER (Specify type of modification and authority) I.7 52.217-9 Option to Extend the Term of the Contract (MAR 2000) and Mutual Consent of the Parties

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 purposes of this modification are to: (1) exercise Option Year One thereby extending the period of performance through March 26, 2014; (2) increase the order ceiling amount by \$193,734.00, from \$187,080.00 to \$380,814.00; and (3) obligate funds in the amount of \$35,000.00 thereby increasing the obligation amount from \$126,000.00 to \$161,000.00.

See continuation pages for detailed changes.

Total Contract Ceiling: \$380,814.00 (Changed)

Total Obligated Amount: \$161,000.00 (Changed)

Period of Performance: 03/27/2012 - 03/26/2014 (Changed)

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)

Digitally signed by Columbia J. Warren
DN: cn=Columbia J. Warren, o=Cornell
University, ou=Office of Sponsored
Programs, email=cwarren@cornell.edu, c=US
Date: 2013.04.24 10:28:50 -04'00'

(Signature of person authorized to sign)

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

Donald King
Contracting Officer

16B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

16C. DATE SIGNED

4/17/2013

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLESTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE MAY 02 2013

ADM002

The purposes of this modification are to:

- (1) exercise Option Year One thereby extending the period of performance through March 26, 2014;
- (2) increase the order ceiling amount by \$193,734.00, from \$187,080.00 to \$380,814.00; and
- (3) obligate funds in the amount of \$35,000.00 thereby increasing the obligation amount from \$126,000.00 to \$161,000.00.

Accordingly, the following highlighted changes are hereby made:

Section B:3 CONSIDERATION AND OBLIGATION—REQUIREMENTS CONTRACT
paragraphs (a) and (b) are deleted in its entirety and substituted with the following:

- " (a) The total current estimated amount of this contract (ceiling) for the services ordered, delivered, and accepted under this contract is **\$380,814.00**. This ceiling includes the firm fixed line items portion of the contract with a ceiling amount of **\$17,304.00** and the delivery order line items with a ceiling amount of **\$363,510.00**.
- (b) The amount presently obligated with respect to this contract is **\$161,000.00**. The obligated amount includes the firm fixed line items portion of the contract in the amount of **\$17,304.00** and the delivery order line items with an obligated amount of **\$143,696.00**. For the delivery order line items, the Contracting Officer (CO) or NRC Project Officer (PO) 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."

Section F.2 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE IV (AUG 2011) is deleted in its entirety and replaced with the following:

- " The ordering period for this contract shall commence on **March 27, 2012** and will expire on **March 26, 2014**. 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.) The term of this contract may be extended at the option of the Government for an additional **three** 1-year option periods.

Base Period: March 27, 2012 - March 26, 2013

Option Period(s):

Option Year One: March 27, 2013 – March 26, 2014 EXERCISED

Option Year Two: March 27, 2014 – March 26, 2015

Option Year Three: March 27, 2015 – March 26, 2016

Option Year Four: March 27, 2016 – March 26, 2017

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

| | |
|---------------------------------------|---------------------|
| FY' 12 Obligated Amount..... | \$120,000.00 |
| FY' 13 Obligated Amount..... | <u>\$ 41,000.00</u> |
| Cumulative Total NRC Obligations..... | <u>\$161,000.00</u> |

All other terms and conditions under this order remain unchanged and fully enforceable.

END OF TEXT