

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT D CODE		PAGE OF PAGES	
						1 5	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
M0003		See Block 16C		ZEROREQ-NMSS-18-0029			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001		NRCHQ					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
OAK RIDGE ASSOCIATED UNIVERSITIES INCORPORATED ATTN ANGELA HOLMBERG PO BOX 117 OAK RIDGE TN 37831				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-50-17-A-0001			
				10B. DATED (SEE ITEM 13) 05/31/2017			
CODE 041152224		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> 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) See Schedule							
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.					
X		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)					
E. IMPORTANT Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)							
GSA Contract #: GS00F195CA The purpose of this modification (M0003) is to A) change the Contracting Officer's Representative (COR) from David Misenhimer to Christopher Grossman; B) incorporate new billing instructions at Attachment 3; C) change the NRC buyer from Rob Robinson to Sharlene McCubbin; and D) update the clauses found at C.7, C.12 and C.13. Contact Information for Sharlene McCubbin: Phone: 301-415-5392 email: sharlene.mccubbin@nrc.gov Total Period of Performance: 5/31/2017 - 5/30/2022 (unchanged) Continued ... 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)			
				RICHARD W. ROBINSON			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)						03/23/2018	
				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NRC-HQ-50-17-A-0001/M0003	PAGE	OF
		2	5

NAME OF OFFEROR OR CONTRACTOR

OAK RIDGE ASSOCIATED UNIVERSITIES INCORPORATED

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exercised Period of Performance: 5/31/2017 - 5/30/2018 (unchanged)</p> <p>Total BPA Ceiling Amount: \$5,307,544.32 (unchanged)</p> <p>Total Exercised Ceiling: \$2,200,934.00 (unchanged)</p> <p>See attached pages for specific details regarding this modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 05/31/2017 to 05/30/2018</p>				

Specific Changes are as Follows:

1. Delete the clause found at Section C.7 and replace with the following:

“C.7 2052.215-71 CONTRACTING OFFICER’S REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative hereinafter referred to as the COR for this contract is:

Primary COR

Name: Christopher Grossman
Email: Christopher.grossman@nrc.gov
Telephone Number: 301-415-0140

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access

authorization and return the individual's badge to PERSEC/DFS within three days after their termination.”

2. Delete the clause found at Section C.12 and replace with the following:

“C.12 NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- a. Electronic copies to:
NRC Contracting Officer's Representative (COR) – Christopher.grossman@nrc.gov
Contracting Officer (CO) – sharlene.mccubbin@nrc.gov”

3. Delete the clause found at Section C.13 and replace with the following:

“C.13 NRCG030 ELECTRONIC PAYMENT (DEC 2017)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled “Payment by Electronic Funds Transfer-System for Award Management.”

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

4. Incorporate new billing instructions at Attachment 3 (see attached).

[END of M0003]