

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE 05-30-2003	4. REQUISITION/PURCHASE REQ. NO. CFO 03-127 5. PROJECT NO. (If applicable) RQ CFO-03-306 AMEND
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6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 2 Mail Stop T-7-I-2 Washington DC 20555	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Foxx & Company Attn: Mr. Martin O'Neill, Partner 700 Goodall Complex 324 West Ninth Street Cincinnati OH 45202-1908	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-9832H DR-09-03-127
		10B. DATED (SEE ITEM 13) X 12-31-2002

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X By mutual agreement of the parties.
	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.)
Please see the attached pages.

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) MARTIN W. O'NEILL Partner	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary K. Mace Contracting Officer
15B. CONTRACTOR'S OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 5/2/03
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 05-30-2003

The purpose of this modification is to (1) add a third labor category, senior accountant, into Section B.3, Financial Management and Guidance, of the Schedule of Prices with the estimated levels of effort as stated below, in accordance with the contractor's May 29, 2003 proposal; (2) increase the subtotal for each of the labor-hour, work-ordering portions of Section B.3 and the total estimated ceiling price for each of the Option Nos. 1 through 5 based upon the addition of the new labor category; (3) re-number the individual Terms and Conditions found in the Terms and Conditions section of this delivery order; (4) incorporate into the Terms and Conditions the clause entitled "Appropriate Use of Government Furnished Information Technology (IT) Equipment and/or IT Services/Access (March 2002)"; and (5) incorporate into the Terms and Conditions the clause entitled "Safety of On-Site Contractor Personnel." The delivery order is therefore modified as follows:

1. Section B.3, Financial Management and Guidance, within the Schedule of Prices, is hereby modified in each of the Option Nos. 1 through 5 to (A) add a new labor category, senior accountant; (B) add a subtotal line in the B.3 Section for each Option No.; and (C) increase the total estimated ceiling price for Sections B.1, B.2 & B.3 for each specific Option No., as shown below:

OPTION NO. 1, 04/01/03 - 03/31/04

Labor hours are estimated for Financial Management Advice and Guidance (B.3) for Option No. 1 as follows:

<u>Item</u>	<u>Labor Category</u>	<u>Estimated Level of Effort</u>	<u>Labor Rate</u>	<u>Total</u>
5.	Senior Accountant	[REDACTED]	[REDACTED]	
	April 1 - December 31	[REDACTED]	[REDACTED]	\$ 37,425
	January 1 - March 31	[REDACTED]	[REDACTED]	\$ 12,785
SECTION B.3 SUBTOTAL				\$211,646
TOTAL ESTIMATED CEILING PRICE FOR SECTIONS B.1, B.2 & B.3				\$926,366

OPTION NO. 2, 04/01/04 - 03/31/05

Labor hours are estimated for Financial Management Advice and Guidance (B.3) for Option No. 2 as follows:

<u>Item</u>	<u>Labor Category</u>	<u>Estimated Level of Effort</u>	<u>Labor Rate</u>	<u>Total</u>
5.	Senior Accountant	[REDACTED]	[REDACTED]	
	April 1 - December 31	[REDACTED]	[REDACTED]	\$ 38,355
	January 1 - March 31	[REDACTED]	[REDACTED]	\$ 13,105
SECTION B.3 SUBTOTAL				\$216,935
TOTAL ESTIMATED CEILING PRICE FOR SECTIONS B.1, B.2 & B.3				\$949,475

OPTION NO. 3, 04/01/04 - 03/31/05

Labor hours are estimated for Financial Management Advice and Guidance (B.3) for Option No. 3 as follows:

<u>Item</u>	<u>Labor Category</u>	<u>Estimated Level of Effort</u>	<u>Labor Rate</u>	<u>Total</u>
5.	Senior Accountant	[REDACTED]	[REDACTED]	
	April 1 - December 31	[REDACTED]	[REDACTED]	\$ 39,315
	January 1 - March 31	[REDACTED]	[REDACTED]	\$ 13,433
SECTION B.3 SUBTOTAL				\$222,363
TOTAL ESTIMATED CEILING PRICE FOR SECTIONS B.1, B.2 & B.3				\$973,239

OPTION NO. 4, 04/01/06 - 03/31/07

Labor hours are estimated for Financial Management Advice and Guidance (B.3) for Option No. 4 as follows:

<u>Item</u>	<u>Labor Category</u>	<u>Estimated Level of Effort</u>	<u>Labor Rate</u>	<u>Total</u>
5.	Senior Accountant	[REDACTED]	[REDACTED]	
	April 1 - December 31	[REDACTED]	[REDACTED]	\$ 40,298
	January 1 - March 31	[REDACTED]	[REDACTED]	\$ 13,768
SECTION B.3 SUBTOTAL				\$227,921
TOTAL ESTIMATED CEILING PRICE FOR SECTIONS B.1, B.2 & B.3				\$997,565

OPTION NO. 5 (9 MONTHS), 04/01/07 - 12/31/07

Labor hours are estimated for Financial Management Advice and Guidance (B.3) for Option No. 5 as follows:

<u>Item</u>	<u>Labor Category</u>	<u>Estimated Level of Effort</u>	<u>Labor Rate</u>	<u>Total</u>
5.	Senior Accountant	[REDACTED]	[REDACTED]	
	April 1 - December 31	[REDACTED]	[REDACTED]	\$ 41,303
SECTION B.3 SUBTOTAL				\$180,867
TOTAL ESTIMATED CEILING PRICE FOR SECTIONS B.1, B.2 & B.3				\$768,837

2. Within the Terms and Conditions section of this delivery order, the clauses are now numbered as follows:

1. Ordering (same)
2. Order Limitations (same)
3. Indefinite Quantity (same)
4. Option to Extend the Term of the Contract (Delivery Order) (same)
5. Security (from 4 to 5)
6. Site Access Badge Requirement (from 5 to 6)
7. Security Requirements for Information Technology Services (from 6 to 7)
8. Appropriate Use of Government Furnished Information Technology (IT) Equipment and/or IT Services/Access (added in this modification)
9. Contract Security Requirements for IT Level I (not numbered previously)
10. Contract Security Requirements for IT Level II (not numbered previously)
11. Cancellation or Termination of IT Access/Request (not numbered previously)
12. Safety of On-Site Contractor Personnel (added in this modification)
13. Privacy Act (from 7 to 13)
14. Key Personnel (from 9 to 14)
15. Project Officer Authority - Alternate 1 (from 10 to 15)
16. Period of Performance (not numbered previously)

3. This clause is required for all contracts and delivery orders which allow contractor staff access to NRC IT equipment and services. Therefore, the following clause is incorporated into this delivery order as Number 8 in the existing Terms and Conditions.

"APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

End of Clause"

4. This clause is applicable to all contracts and delivery orders which require full-time on-site contractor personnel at NRC's headquarter's offices. Therefore, the following clause is incorporated into this delivery order as Number 12 in the existing Terms and Conditions.

"SAFETY OF ON-SITE CONTRACTOR PERSONNEL

"Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf> The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and

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accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

End of Clause"

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

Total FY03 Obligation: \$892,296.00

Total NRC Obligation: \$892,296.00

This modification does not obligate any FY03 funds.

All other terms and conditions remain the same.