

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAG 4

2. AMENDMENT/MODIFICATION NO. M016 3. EFFECTIVE DATE SEE BLOCK 16C. 4. REQUISITION/PURCHASE REQ. NO. 09-03-0127M016\* dtd 1/17/2007 5. PROJECT NO.(If applicable)

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr. Mail Stop T-7-I-2 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) FOXX & COMPANY ATTN: MARTIN O'NEILL 324 W 9TH ST CINCINNATI OH 452021908 CODE 095207841 FACILITY CODE 9A. AMENDMENT OF SOLICITATION NO. (X) 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS23F9832H 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 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) NOT APPLICABLE

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) 52.212-4(c), Changes Mutual Agreement of the Parties X

E. IMPORTANT: Contractor is not, X is required to sign this document and return three (3) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Pages 2-4 for a description of this modification

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) Heriberto Colón, Jr. Contracting Officer 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED. 3/27/07 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 3/29/07

The purpose of this modification is to:

- (1) reduce the period of performance of Option Period No. 5 by five (5) months, from 9 to 4 months;
- (2) revise the Statement of Work (SOW) for Option Period No. 5 to reflect the transition of work under Tasks B.1 - Financial Statement Preparation and B.2 - Account Reconciliation from contractor staff to NRC staff, delete Task B.3 - Financial Management Advice for, and add a new Task B.3 - Assist the NRC with the transition of work from Contractor Staff to NRC Staff;
- (3) replace the PRICE SCHEDULE for Option Period No. 5 to reflect a Time and Materials/Labor Hour order with an estimated level of effort of 3,750 labor hours for Tasks B.1 - B.3, and a not-to-exceed (NTE) amount for reimbursable travel of \$83,410.00;
- (4) revise Section 9.0, KEY PERSONNEL (NRCAR 2052.215-70), clause to include Martin O'Neill, Partner, and Robert Warren as Key Personnel for the revised Option Period No. 5; and
- (5) add NRCAR Clause 2052.215-81 TRAVEL REIMBURSEMENT.

As a result of the above changes,

- the total estimated amount (ceiling) of Option Period No. 5 is decreased by (\$457,081.30) from \$768,837.00 to **\$311,755.70**; and
- the total estimated value of the contract is decreased by (\$457,081.30) from \$4,899,050 to **\$4,441,968.70**

The Contractor shall perform this effort for Option Period No. 5 in accordance with the attached Statement of Work (Attachment #1).

**NOTE:** *The Performance Requirements Summary is not applicable to the revised Option Period No. 5.*

*Reference is made to Foxx's proposal dated March 8, 2007, as revised March 18, 2007, in response to this effort.*

Accordingly, the delivery order is modified as follows:

1. The SOW for Option Period No. 5 of the contract is DELETED entirely and REPLACED with the following:

**See Attachment #1**

2. The PRICE SCHEDULE for Option Period No. 5 is DELETED entirely and REPLACED with the following:

**See Attachment #2**

3. Under Section 9. KEY PERSONNEL (NRCAR 2052.215-70) clause, paragraph (a) is revised to read as follows:

"9. KEY PERSONNEL (NRCAR 2052.215-70)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Martin O'Neill (Partner)  
Robert Warren (Manager)..."

4. The following NRCAR clause is applicable to the revised Option Period No. 5, and is hereby ADDED to this delivery order:

**'2052.215-81 TRAVEL REIMBURSEMENT** (Applicable to Option Period No. 5)

(a) Total expenditure for domestic travel may not exceed **\$83,410.00** without the prior approval of the contracting officer.

(b) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

(c) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with section 12 of Public Law 100-679, shall be charged in accordance with

the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(d) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.