

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGE

1

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2. AMENDMENT/MODIFICATION NO.
M0013. EFFECTIVE DATE
05 05 20084. REQUISITION/PURCHASE REQ. NO.
RES-07-071

5. PROJECT NO.(if applicable)

6. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Mr. Michael Mills
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)

RADIUS TECHNOLOGY GROUP INC

804 PERSHING DR. STE 001

SILVER SPRING MD 209103230

CODE 066542197

FACILITY CODE

(X) 8A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-04-07-071

10B. DATED (SEE ITEM 13)

X 03-26-2007

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) 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 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.)

Refer to page 2 for a detailed 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)

Christopher Archer, President

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Stephen M. Pool

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

6/5/08

18B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

18C. DATE SIGNED

4/23/08

The purpose of this bilateral modification is to: (1) delineate the period of performance and (2) change the contract type from Firm-Fixed Price to Labor-Hour. Accordingly, the contract is hereby modified as follows:

- (1) Section B.2 Duration of Contract Period (MAR 1987) is deleted in its entirety and the following sentence is substituted in lieu thereof:

The effective date of this contract shall commence on August 23, 2007, and will expire on August 22, 2008. The term of this contract may be extended at the option of the Government for an additional 12 month period.

- (2) Change the contract type from Firm-Fixed Price to Labor-Hour, deleting Attachment 4, "Billing Instructions for Fixed Price Contracts" and adding "Billing Instructions for Labor Hour Type Contracts (Attachment A)"

- (3) Delete CLINS 0001 and 0002 and add the following Price Schedule:

Base Year

Labor Category	Hrs	Rate	Amount
IT Coordination Technician			\$197,600.02
Admin Support Specialist (IT Clerk)			\$ 93,600.02
		Total	\$291,200.04

Option Year 1

Labor Category	Hrs	Rate	Amount
IT Coordination Technician			\$197,600.02
Admin Support Specialist (IT Clerk)			\$ 93,600.02
		Total	\$291,200.04

(4) The following clauses are hereby incorporated into this contract:

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

CONSIDERATION AND OBLIGATION--LABOR HOURS TYPE TASK ORDER

(a) The total estimated amount of this contract (ceiling) for the services ordered, delivered, and accepted under this contract is \$291,200.04.

(b) The amount presently obligated with respect to this contract is \$291,200.04. 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.

All other terms and conditions remain unchanged.

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

Total FY 2007 obligation amount: \$291,200.04

Cumulative Total of NRC Obligations: \$291,200.04

Attachment A

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch- D2770
7301 W. Mansfield Avenue
Denver, CO 80325-2230

Vendors are encouraged to send their invoices electronically to DOI. The e-mail address is NRCPayments@nbc.gov.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract: If the costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
Department of Interior
National business Center
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver, CO 80325-2230

(a) Contract No:

(b) Voucher/Invoice No:

(c) Date of Voucher/Invoice:

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name:
Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	<u>Current Period</u>	<u>Amount Billed</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>			
(1) Direct Labor*	\$ _____		\$ _____
(2) Travel* Total Direct Costs:	\$ _____		\$ _____
(3) Total direct Costs:	\$ _____		\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the contract. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.