

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO. M002
 3. EFFECTIVE DATE May 1, 2009
 4. REQUISITION/PURCHASE REQ. NO. 04-07-046M002
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn: Adelis M. Rodriguez, 301-492-3623
 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)
 INSTITUTE OF NUCLEAR POWER OPERATIONS
 INPO
 ATTN: DAVID W. WEEKS
 700 GALLERIA PKWY SE
 ATLANTA GA 303395943
 CODE 098578834 FACILITY CODE X
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-04-07-046
 10B. DATED (SEE ITEM 13) 08-02-2007

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) **OBLIGATE:** ~~\$341,677~~ 960-15-111-201 N6448 252A 31X0200.960
 FFS: RES-C09-659 DUNS: 098578834

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) 52.217-9 Option to Extend the Term of the Contract(MAR 2000)
 X 60 day waiver provided on 3/5/2009

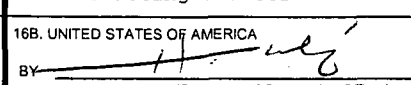
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to exercise option year two, extend the period of performance, obligate funds, correct administrative errors in modification No. 001 and replace the billing instructions, and change the NRC Project Officer/Epix Coordinator to John Lane.

See additional pages for the details of this modification.

Summary:
 Total Obligated Amount: \$895.213 (changed)
 Total Ceiling Amount: \$895,213 (changed)
 Period of Performance: August 2, 2007 through May 1, 2010. (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)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Heriberto Colón, Jr.
 Contracting Officer
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 BY 
 (Signature of Contracting Officer)
 16C. DATE SIGNED 3/11/09

The purpose of this modification is to exercise option year two, extend the period of performance, obligate funds in the amount of \$341,677, correct administrative errors in modification No. 001, replace the billing instructions, and change the NRC Project Officer/Epix Coordinator.

As a result, the contract ceiling and obligated amounts are hereby increased by \$341,677, from \$553,536 to \$895,213.

Accordingly, the contract is hereby modified as follows:

1. The Total Award Amount reflected in Block 26 of Standard Form 1449 is revised to read "\$895,213."
2. Section B.4 entitled: "Duration of Contract Period (MAR 1987) Alternate 2 (MAR 1987) is hereby revised to read as follows:

"This contract shall commence on August 2, 2007 and will expire on May 1, 2010. The term of this contract may be extended at the option of the government for an additional 2 years.

3. The second paragraph under section B.3 entitled: "Delivery and Deliverable Schedule", is revised to read as follows:

"The electronic data and hard copy documents and reports to be furnished hereunder shall be delivered, with all charges paid by INPO, to the NRC Project Officer/EPIX coordinator to the address below.

US Nuclear Regulatory Commission
ATTN: John Lane
Mail Stop: CA207M
Washington, DC 20555

Tel. 301-251-7446
Email: John.lane@nrc.gov"

4. Under Section B.7 entitled: "NRC EPIX Coordinator," the name Dr. Bennett M. Brady is replaced with "John Lane."
5. Under Section D. Attachment No. 001 entitled "Billing Instructions for Fixed Price Contracts" is hereby replaced with the attached document.

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

Total FY2007 Obligations	\$225,000
Total FY2008 Obligations	\$328,536
Total FY2009 Obligations	<u>\$341,677</u>
Cumulative Total of NRC Obligations:	\$895,213

All other terms and conditions remain the same.

This modification obligates FY2009 funds in the amount of \$341,677.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and 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.

Supersession: These instructions supersede any previous billing instructions.