

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. M0002		3. EFFECTIVE DATE 01/15/2015		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ACUITY CONSULTING INC 2800 EISENHOWER AVE STE 100 ALEXANDRIA VA 22314-2632		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 105458975 FACILITY CODE		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS23F0168N NRC-HQ-30-14-T-0001		10B. DATED (SEE ITEM 13) 07/01/2014	

**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 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)**

2014-450300-DNFSB-30-30D001-6Z-Z-393-L2313-2500

**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.
	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	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 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 change the period of performance for the base and option years as follows:

Base Period: July 2, 2014-March 15, 2015  
Option Year 1: March 16, 2015-February 29, 2016  
Option Year 2: March 1, 2016-February 28, 2017

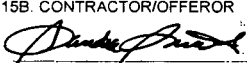
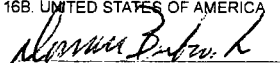
NRC COR: Mary Meier, email: mary.meier@nrc.gov; phone: 301-415-7985

Contractor POC: Sandra Smith; email: sandra.smith@teamacuity.com; phone: 571-283-6973 (direct), 703-739-1091 (office)

**LIST OF CHANGES:**

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) Sandra Smith Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA BERKOWITZ	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 16 JAN 2015	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/14/15

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 22 2015

ADM002

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS23F0168N/NRC-HQ-30-14-T-0001/M0002	2	7

NAME OF OFFEROR OR CONTRACTOR  
ACUITY CONSULTING INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reason for Modification : Other Administrative Action Total Amount for this Award: \$184,571.42				

Attachment 2 is revised as follows:

<b>Base Period July 2, 2014 - March 15, 2015</b>					
CLIN	TITLE	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Partner		Hour		\$
0002	QC Partner		Hour		\$
0003	Director		Hour		\$
0004	Auditor III		Hour		\$
0005	Auditor II		Hour		\$
0006	Auditor II		Hour		\$
0007	SME		Hour		\$
0008	Travel	NOT TO EXCEED AMOUNT			\$
			Hours		\$ 60,407.46
<b>Option Year 1 March 16, 2015 - February 29, 2016</b>					
CLIN	TITLE	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1001	Partner		Hour		\$
1002	QC Partner		Hour		\$
1003	Director		Hour		\$
1004	Auditor III		Hour		\$
1005	Auditor II		Hour		\$
1006	Auditor II		Hour		\$
1007	SME		Hour		\$
1008	Travel	NOT TO EXCEED AMOUNT			\$
	<b>Task 1 Total</b>		Hours		\$ 61,517.14
<b>Option Year 2 March 1, 2016 - February 28, 2017</b>					
CLIN	TITLE	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	Partner		Hour		\$
2002	QC Partner		Hour		\$
2003	Director		Hour		\$
2004	Auditor III		Hour		\$
2005	Auditor II		Hour		\$
2006	Auditor II		Hour		\$
2007	SME		Hour		\$
2008	Travel	NOT TO EXCEED AMOUNT			\$
	<b>Task 1 Total</b>		Hours		\$ 62,646.82

The Contracting Officer's Representative has the authority to change the labor categories, the number of hours, and the travel within the total ceiling without further action by the Contracting Officer.

Sections B, D and F are revised as follows:

#### **NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I**

(a) The title of this project is:

Audit of Defense Nuclear Facilities Safety Board's Annual Financial Statements (the "Board")

(b) Summary work description:

The objective of this requirement is to obtain an independent audit of the annual financial statements for the Board for FY 2014 and FY 2013, and if options are exercised by the government, the audit of successive annual financial statements in FY 2015 and FY 2016. The Board issues two-year comparative financial statements for the current and prior fiscal year.

The contractor shall be required to conduct a full scope financial audit of the Board's comparative annual financial statements for fiscal years ending September 30, 2013, and September 30, 2014, including an opinion on the financial statements, an opinion on the effectiveness of internal control over financial reporting, and a report on compliance with laws and regulations.

(End of Clause)

#### **NRCD020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC and the NRC Office of the Inspector General (NRC OIG) with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission , Office of Inspector General (NRC OIG), under Contract/order number **GS23F0168N/NRC-HQ-40-14-T-0001**.

(End of Clause)

#### **NRCF032 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on or about July 1, 2014 and will expire on March 15, 2015, with two one-year options.

(End of Clause)

#### **NRCF010 PLACE OF DELIVERY-REPORTS**

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

Mary.meier@nrc.gov

Larry.vaught@nrc.gov

**2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)**

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

**Mary Meier**  
**Contracting Officer's Representative (COR)**  
**U.S. Nuclear Regulatory Commission Office of the Inspector General (NRC OIG)**  
**Mail Stop OWFN 5E9**  
**Washington, DC 20555**  
**Phone: 301-415-7985**  
**Email: mary.meier@nrc.gov**

(b) Performance of the work under this contract is subject to the technical direction of the NRC OIG project officer. 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, approve 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 project officer 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 project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories 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 that 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 project officer 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 to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer 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.

(End of Clause)

#### **2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)**

(a) Total expenditure for travel may not exceed \$5,000 per year without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC OIG., and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers.

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must 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.

(End of Clause)

**2052.235-70 PUBLICATION OF RESEARCH RESULTS. (OCT 1999)**

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.8 (Vol. 3, Part 1) and NRC Handbook 3.8 (Parts I-IV) regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC OIG Contracting Officer or Project Officer, prior to publication. The NRC OIG agrees to review and provide comments within thirty (30) days after receipt of a proposed publication. However, in those cases where the information to be published is (1) subject to NRC OIG and Board approval, (2) has not been ruled upon, or (3) disapproved by the Board, the NRC OIG reserves the right to disapprove or delay the publication. Further, if the NRC OIG disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC OIG's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

(End of Clause)