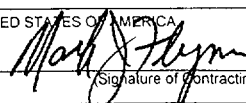


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DCPM Rev 3/19/2002	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. M001		3. EFFECTIVE DATE Refer to Block 16C.		4. REQUISITION/PURCHASE REQ. NO. CIO-01-184 - 3/19/02		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. IT Acquisition Management Branch Mail Stop: T-7-I2 Washington DC 20555		7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ACTON BURNELL, INC. ATTN: Bill Betzner 1500 N. Beauregard Street Suite 210 Alexandria, Virginia 22311-1715				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0362K NRC-01-184-004 10B. DATED (SEE ITEM 13) X 03-07-2002		
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) 31X0200.210 210-15-521-324 J1153 252A OBLIGATE: \$1,572.00						
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) Federal Acquisition Regulation Clause 52.243-1 - X Changes--Fixed Price						
E. IMPORTANT: Contractor <u> X </u> 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.) Refer to the next page for continuation of this modification.						
15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark J. Flynn Contracting Officer 16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) 16C. DATE SIGNED 03-21-2002		

The U.S. Nuclear Regulatory Commission (NRC) hereby accepts Acton Burnell Inc.'s proposal dated March 20, 2002, which is hereby incorporated by reference and made a part hereof this contract, which provides for additional facilitation support. As a result of this change, the firm fixed price of the subject contract is increased by \$1,572 from \$6,943 to \$8,515. In addition, the period of performance of this contract is extended from March 26, 2002 to April 5, 2002.

Accordingly, the following changes are hereby made:

1. Under Paragraph C.2 - SCOPE OF WORK, is hereby amended to incorporate Paragraph (c) which allows for the following additional meeting:

"C.2 SCOPE OF WORK

- (c) The contractor shall provide facilitation support, in accordance with Paragraph C.2.1 of the contract, for an additional ITBC meeting scheduled for Wednesday, March 27, 2002. The meeting shall be two (2) hours in duration and shall be held at NRC Headquarters located at 11555 Rockville Pike, Rockville, Maryland."

2. Under Paragraph C.2.2 - DOCUMENTATION, is hereby deleted in its entirety and substituted in lieu thereof the following:

"C.2.2 Documentation shall include a listing of:

- Consolidated stakeholder comments and feedback obtained during the meeting, and
- Any action items identified at the meetings.

The contractor shall prepare documentation that assesses the overall success of the March 18, 2002 and March 27, 2002 meeting, in terms of completing the outcomes, efficacy of the planned approach, and activities. This document shall be submitted to the OCIO Project Officer, or designee, not later than April 2, 2002.

In addition, the contractor shall ensure that all meeting participants receive the documentation delineated above via e-mail, unless specified by the Project Officer or designee. (E-mail addresses will be provided by the NRC.) This documentation shall be provided to the meeting participants not later than April 5, 2002. "

3. Under Paragraph C.2.3 - DELIVERABLES, is hereby deleted in its entirety and substituted in lieu thereof the following:

"C.2.3 DELIVERABLES

"DELIVERABLE

DUE DATE

Documentation that assesses the overall success of the meetings held on March 18, 2002 and March 27, 2002.

April 2, 2002

Documentation to Meeting Participants

April 5, 2002"

4. Under Paragraph C.2.7 - DURATION OF CONTRACT PERIOD, is hereby deleted in its entirety and substituted in lieu thereof the following:

"C.2.7 DURATION OF CONTRACT PERIOD

This contract shall commence on March 8, 2002 and will expire on April 5, 2002."

5. Under Paragraph C.2.11 - CONSIDERATION AND OBLIGATION, is hereby deleted in its entirety and substituted in lieu thereof the following:

"C.2.11 CONSIDERATION AND OBLIGATION

The firm fixed price of this contract is \$8,515."

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

Total FY02 Obligations.....\$8,515

Cumulative Total of NRC Obligations.....\$8,515

This modification obligates FY02 funds in the amount of \$1,572.

All other terms and conditions under this contract remains unchanged.