

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF 5
2. AMENDMENT/MODIFICATION NO. M011	3. EFFECTIVE DATE See Block 15c	4. REQUISITION/PURCHASE REQ. NO. OIS-11-458	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts/IMT Branch ATTN: Michael Turner MailStop: TWB-01-B10M Washington DC 20555	CODE	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Division of Contracts/IMT Branch MailStop: TWB-01-B10M Washington, DC 20555	CODE	3100
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDCONSULTING, INC. 602 S KING ST STE 102 LEESBURG VA 201753532		(X) 9A. AMENDMENT OF SOLICITATION NO.		
CODE 118927735		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-33-08-389		
		10B. DATED (SEE ITEM 13) 09-30-2008		

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)
 B&R#: 2011-10-51-J-143 Job Code: J1273 BOC: 252A
 APPN#: 31X0200.011 FFS# 113383
 Amount Obligated: \$115,000.00 NAICS Code: 541690

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) FAR 52.217-8, Option to Extend Services
 X FAR 52.212-4, Contract Terms and Conditions-Commercial Items

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 obligate funds in the amount of \$115,000.00.

1. Extend the period of performance through March 31, 2012
2. Increase the level of effort and increase the number of Senior FOIA Analyst from 1-6 individuals
3. Add an Alternate Project Officer under the Contract

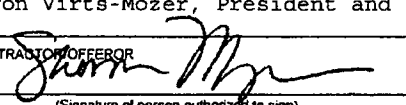
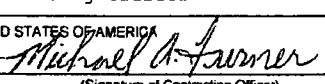
Period of Performance: 10/01/2008 - 03/31/2012 (Changed)

Ceiling: \$760,986.00 (Changed)

Obligations: \$419,537.00 (Changed)

See Pages 2-5 for details of modification.

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Sharon Virts-Mozer, President and CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael A. Turner, Contracting Officer
15B. CONTRACTING OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 08/30/2011
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08-26-2011

The purpose of this modification is to:

- (1) Extend the period of performance through March 31, 2012, in accordance with Federal Acquisition Clause 52-217-8, titled, "Option to Extend Services."
- (2) Provide for a within scope change to increase the level of effort (LOE) under Option Year 2 by 2,112 staff hours from 2,000 staff hours to 4,112 staff hours. The revised LOE reflects an increase in staffing for the Senior FOIA Specialist position from 1 to 6 individuals due to an increase in the work requirements caused by the Japan crisis. As a result of this action, the ceiling amount under Option Year 2 is increased by \$114,892.80, from \$108,798.00 to \$233,692.80, thereby increasing the overall contract ceiling amount by \$114,892.80 from \$317,082.00 to \$431,974.80.
- (3) Increase the LOE during the 6-month extension period by 6,048 staff hours for the 6 Senior FOIA Specialist positions. As a result of this action, the overall contract ceiling amount is further increased by \$329,011.20 from \$431,974.80 to \$760,986.00.
- (4) Increase the obligated amount of the contract by \$115,000.00 from \$304,537.00 to \$419,537.00.
- (5) Add an alternate Project Officer under the contract.

Accordingly, the following changes are hereby made:

- A. Subsection B.3 – DURATION OF CONTRACT PERIOD, is deleted in its entirety and substituted with the following in lieu thereof:

"This contract shall commence on October 1, 2008, and will expire on March 31, 2012."

- B. Under the Standard Form 1449, the SCHEDULE OF SUPPLIES/SERVICES, is deleted in its entirety and substituted with the following in lieu thereof:

	Quantity	Unit	Unit Price	Amount
"Base Year		hrs.		
Option Year 1		hrs.		
Option Year 2		hrs.		
6-month Extension		hrs.		

- C. Subsection B.2 – CONSIDERATION AND OBLIGATION, is deleted in its entirety and substituted with the following in lieu thereof:

"The total estimated cost to the Government for full performance under this contract is **\$760,986.00**

The amount presently obligated with respect to this contract is **\$419,537.00**. The Contractor shall not be obligated to incur cost above the obligated amount 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."

- D. Subsection C.2 – PROJECT OFFICER AUTHORITY, is deleted in its entirety and substituted with the following in lieu thereof:

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

Name: Becky Wood

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
IRSD/ISB/FPS
Mailstop: T-5F09
Washington, DC 20555

Telephone Number: (301) 415-6968

Name: Gary Young – **Alternate**

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
IRSD/IMB/CMS
Mailstop: T-2F43
Washington, DC 20555

Telephone Number: (301) 415-7104"

(b) Performance of the work under this contract is subject to the technical direction of the NRC 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, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction shall 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 shall be issued in writing by the project officer or shall be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction shall be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC shall 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 as 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 the 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 thereto 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.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor person no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

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

Total FY'08 Obligation Amount	\$ 48,000.00
Total FY'09 Obligation Amount	\$ 83,502.00
Total FY'10 Obligation Amount	\$ 82,835.00
Total FY'11 Obligation Amount	\$205,200.00

Cumulative Total of NRC Obligations: **\$419,437.00.**

This modification obligates FY'11 funds in the amount of **\$115,000.00.**

All other terms and conditions under this task order remains unchanged.