

FOIA Resource

From: Eric Riggs
Sent: Saturday, August 16, 2008 10:30 PM
To: FOIA Resource
Subject: FOIA Request 2008-0289
Attachments: BPA.pdf

FOIA/PA REQUEST
Case No.: 2008-0302
Date Rec'd: 8/18/08
Specialist: Willems
Related Cases: _____

Dear Sir or Madam,

I hope that you are enjoying the weekend.

Attached is a pdf copy of the correspondence that I received on August 15, 2008, related to my FOIA request. However, this is not the information that I requested. It is however, a Blanket Purchase Agreement between the USNRC and Re/Max Allegiance Relocation Services under an existing GSA contract, GS-23F-0202L.

I requested a "... copy of the relocation services contract, including employee home purchase program contract, with the current relocation service contractor (Re/Max or Re/Max Allegiance Relocation Services) under the FOIA/PA." To be specific I would like to obtain a copy of the full contract (enclosures, addendums, attachments, etc.) and any summaries, interpretations, and usage rules, etc. of the contract between Re/Max Allegiance Relocation Services and the GSA - under contract number GS-23F-0202L - under the FOIA/PA.

The documents are for my use.

My contact information is contained in my email signature, and my home address is

Please do not hesitate to contact me if you have any questions or concerns.

V/R,
Eric

Eric T. Riggs
Resident Inspector, Oconee Nuclear Station
US Nuclear Regulatory Commission
7812B Rochester Highway
Seneca, SC 29672
(864) 882-6927 (Desk)
(864) 882-0189 (Fax)

From: Eric Riggs
Sent: Thursday, July 31, 2008 5:08 PM
To: FOIA Resource
Subject: RE: FOIA request

From: FOIA Resource
Sent: Thursday, July 31, 2008 3:56 PM
To: Eric Riggs
Subject: RE: FOIA request

Please provide your home mailing address.

From: Eric Riggs
Sent: Thursday, July 31, 2008 3:47 PM
To: FOIA Resource
Subject: FOIA request

Dear Sir or Madam,

I hope that you are well today.

I would like to obtain a copy of the relocation services contract, including employee home purchase program contract, with the current relocation service contractor (Re/Max or Re/Max Allegiance Relocation Services) under the FOIA/PA.

The documents are for my use. I understand that the documents are held by the CFO's office and the GSA.

My contact information is contained in my email signature.

Please do not hesitate to contact me if you have any questions or concerns.

V/R,
Eric

Eric T. Riggs
Resident Inspector, Oconee Nuclear Station
US Nuclear Regulatory Commission
7812B Rochester Highway
Seneca, SC 29672
(864) 882-6927 (Desk)
(864) 882-0189 (Fax)

FREEDOM OF INFORMATION ACT - USER SURVEY

Estimated burden per response to comply with this voluntary information collection: 3 minutes. This information will be used to assess the responsiveness of the NRC's FOIA Program and its staff's interaction with the public. Send comments regarding burden estimate to the Records Management Branch (T-5 F52), U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001, or by internet e-mail to infocollects@nrc.gov, and to the Desk Officer, Office of Information and Regulatory Affairs, NEOB-10202, (3150-0197), Office of Management and Budget, Washington, DC 20503. If a means used to impose an information collection does not display a currently valid OMB control number, the NRC may not conduct or sponsor, and a person is not required to respond to, the information collection.

The U.S. Nuclear Regulatory Commission (NRC) is asking each FOIA requester to take a few moments to answer the following questions. Your candid response to this survey is important to us in determining user satisfaction and how we can improve our service to the public.

STRONGLY AGREE	SOMEWHAT AGREE	SOMEWHAT DISAGREE	STRONGLY DISAGREE	NOT APPLICABLE
----------------	----------------	-------------------	-------------------	----------------

1. The NRC FOIA staff was:

Informative / Knowledgeable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Courteous / Helpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. The NRC's response to your request was:

Timely	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Courteous / Helpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. I am a satisfied customer.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

FOIA Request Number (Optional): 2008 - 0289

Use this space to provide any additional comments:

see email regarding request



RESPONSE TO FREEDOM OF INFORMATION ACT (FOIA) / PRIVACY ACT (PA) REQUEST

2008-0289

1

RESPONSE TYPE FINAL PARTIAL

REQUESTER

Eric T. Riggs

DATE

AUG 11 2008

PART I. -- INFORMATION RELEASED

- No additional agency records subject to the request have been located.
- Requested records are available through another public distribution program. See Comments section.
- APPENDICES **A** Agency records subject to the request that are identified in the listed appendices are already available for public inspection and copying at the NRC Public Document Room.
- APPENDICES Agency records subject to the request that are identified in the listed appendices are being made available for public inspection and copying at the NRC Public Document Room.
- Enclosed is information on how you may obtain access to and the charges for copying records located at the NRC Public Document Room, 11555 Rockville Pike, Rockville, MD 20852-2738.
- APPENDICES **A** Agency records subject to the request are enclosed.
- Records subject to the request that contain information originated by or of interest to another Federal agency have been referred to that agency (see comments section) for a disclosure determination and direct response to you.
- We are continuing to process your request.
- See Comments.

PART I.A -- FEES

- AMOUNT * You will be billed by NRC for the amount listed. None. Minimum fee threshold not met.
- \$ You will receive a refund for the amount listed. Fees waived.
- * See comments for details

PART I.B -- INFORMATION NOT LOCATED OR WITHHELD FROM DISCLOSURE

- No agency records subject to the request have been located.
- Certain information in the requested records is being withheld from disclosure pursuant to the exemptions described in and for the reasons stated in Part II.
- This determination may be appealed within 30 days by writing to the FOIA/PA Officer, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. Clearly state on the envelope and in the letter that it is a "FOIA/PA Appeal."

PART I.C COMMENTS (Use attached Comments continuation page if required)

Incoming request can be located in ADAMS at ML082240173.

SIGNATURE - FREEDOM OF INFORMATION ACT AND PRIVACY ACT OFFICER

Donna L. Sealing

APPENDIX A
RECORDS ALREADY AVAILABLE

<u>NO.</u>	<u>DATE</u>	<u>ACCESSION NUMBER</u>	<u>DESCRIPTION/(PAGE COUNT)</u>
1.	08/01/08	ML082180483	Blanket Purchase Agreement Award (DP-09-08-329) (8 pages)
2.	06/17/08	ML082180484	Modification No. 001 to Order No. DP- 09-08-329 (2 pages)

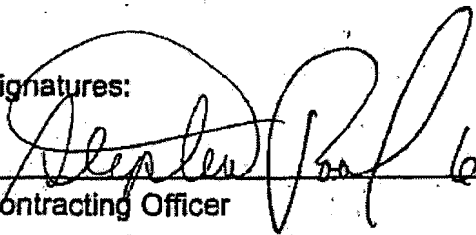
BLANKET PURCHASE AGREEMENT NO. NRC-DR-09-08-329

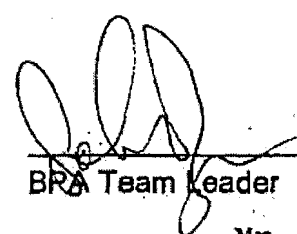
U.S. Nuclear Regulatory Commission
BEST VALUE
BLANKET PURCHASE AGREEMENT
GSA FEDERAL SUPPLY SCHEDULE

In the spirit of Acquisition streamlining, the U.S. Nuclear Regulatory Commission and Re/Max Allegiance Relocation Services enter into an agreement to facilitate the acquisition of Employee Home Relocation Services from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-23F-0202L

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

Signatures:

Contracting Officer
U.S. Nuclear Regulatory Commission
6/4/08
DATE


BPA Team Leader
Mr. John Ryan
6/14/08
DATE
Title
Re/Max Allegiance Relocation Services
Company Name

DUNS No. 605826197
Estimated Ceiling Amount: \$7,283,550.00
Obligated Amount: \$0.00
RFPA No. CFO-08-329
FFS Commitment No. CFO 08326
B&R No. 8-70-15-5XX-368
Job Code B1444
BOC: 252A
Appropriation No. 31X0200

TEMPLATE - ADM001 SUNSI REVIEW COMPLETE ADM002

AUG 1 2008

A

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-23F-0202L ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between Re/Max Allegiance Relocation Services and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

ADMINISTRATIVE DATA

Primary Point of Contact:

Re/Max Allegiance Relocation Services

(Provide complete name, title, corporate address, electronic mail address and phone number)

Ms. Christina LaVorgna

12531 Clipper Drive

Woodbridge, VA 22192

Christina.LaVorgna@mxTracker.com

703-924-2300 Ext. 142

Alternate Point of Contact:

Re/Max Allegiance Relocation Services

Mr. John Ryan

12531 Clipper Drive

Woodbridge, VA 22192

Are you a Small Business under NAIC Code 531390 (FAR PART 19.102)? YES NO X

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES NO X

Are you a Woman-Owned Business? YES NO X

CAGE CODE: 1RKC7
DUNS NUMBER: 605826197
TIN: 541464893

Cognizant DCAA Office (Include complete address):
(other auditing activity may be

N/A

AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide employee home relocation services. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

Attachment B details all services and/or supplies, with accompanying rates and category descriptions, which may be ordered under this BPA.

PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.1 REPRESENTATIVE OF THE CONTRACTING OFFICER

a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

John Walker 301-415-7575 Kevin Kline (Alternate) 301-415-5757

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

A.2 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

A.3 TERM OF BPA

This BPA expires on 07-14-2009 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 07-14-2009 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 7 days written notice to the BPA holder by the U.S. Nuclear Regulatory Commission Contracting Officer.

A.4 OBLIGATION OF FUNDS

This BPA obligates funds in the amount of \$0.00. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.5 AUTHORIZED USERS

Government Contracting Officers representing U.S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's call number and purchase order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a call number and purchase order number.

A.6 MANAGEMENT CONTROL

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 7 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 7 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to U.S. Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

A.7 INVOICES

Refer to the attached billing instructions for fixed-price contracts.

A.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 37 months.

A.9 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the

Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

A.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.11 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

**A.12 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS
(JUNE 2006)**

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

Attachment A

BPA ORDERING TERMS AND CONDITIONS

PERIOD OF PERFORMANCE:

The period of performance under this BPA is June 15, 2008 through July 14, 2009, with two one-year option periods.

ORDERING PROCEDURES AND LIMITATIONS: CALL NUMBERS

Orders placed under this BPA may be oral with written confirmation to be sent to the Contractor (via facsimile or e-mail). Such orders are hereinafter referred to as calls. Each call placed will be assigned a sequential call number.

The Government is obligated only to the extent of authorized calls made under the GSA Federal Supply Schedule with the terms and conditions specified herein. The aggregate amount of calls under this order may not exceed \$0.00.

The estimated BPA ceiling is \$7,283,550.00.

AUTHORIZATION TO PLACE CALLS:

The following NRC Contracting Officers (ordering officials) are the only individuals authorized to sign orders under this BPA:

Stephen M. Pool 301 415-8168
Heriberto Colon Jr. 301 415-7135

The Contractor shall accept orders against this BPA from a Contracting Officer listed above, and the Government will be obligated only to the extent of such orders.

The NRC Project Officer or alternate shall provide the Contractor with written confirmation of the call-sheet of the work/services to be performed when placing calls against this order.

John Walker (Project Officer) 301-415-7575
Kevin Kline (Alternate) 301-415-6051

PRICING AND INVOICES:

An itemized summary-invoice/statement shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all calls completed during the billing period and for which payment has not been received. The summary-invoice or statement shall list the call number, purchase order number and amount due. Invoices shall be submitted in accordance with the attached billing instructions.

Attachment B

DR-09-08-329

Re/max Allegiance Relocation Services

Price Schedule

Base Period (13 months):

Home Value Range \$100, 000.00 and above:

Home Value

fee

Amended Value Sales:
Amended from Zero Sales
Appraised Value Sales

[REDACTED]

Option Year 1:

Home Value Range \$100, 000.00 and above:

Home Value

fee

Amended Value Sales:
Amended from Zero Sales
Appraised Value Sales

[REDACTED]

Option Year 2:

Home Value Range \$100, 000.00 and above:

Home Value

fee

Amended Value Sales:
Amended from Zero Sales
Appraised Value Sales

[REDACTED]

The following services listed below shall be provided by the Contractor for the base and option year periods at no charge to the Government:

Destination Area Services: No charge
(renter assistance, buyer assistance, spousal counseling, and mortgage counseling)

Reports: No charge

Home Marketing Assistance: No charge

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BFA NO.
NRC-DR-09-08-329

CONTRACT ID CODE

PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO.
M001

3. EFFECTIVE DATE
06/17/2008

4. REQUISITION/PURCHASE REQ. NO.
CFO-08-329

5. PROJECT NO. (if applicable)

6. ISSUED BY
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Mr. Michael Mills
Mail Stop T-7-I-2
Washington, DC 20555

CODE
3100

7. ADMINISTERED BY (If other than Item 6)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Washington, DC 20555

CODE
3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

FRANCONIA REAL ESTATE SERVICES, INC
RE/MAX ALLEGIANCE RELOCATION SERVICES

6084 FRANCONIA RD STE A
ALEXANDRIA VA 223101720

CODE 605826197

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS23F0202L NRC-DR-09-08-329

10B. DATED (SEE ITEM 13)
06-09-2008

X

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 8-70-15-5XXX-368, JC B1444, BOC 252A, APPN 31X0200
FFS RQCF08J54

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.

X 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)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 _____ 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 provide incremental funding in the amount of \$400,000:00

Refer to page 2 for details of the 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)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael Mills
Contracting officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

6/17/08

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

A/2

The purpose of this modification is to provide incremental funding in the amount of \$400,000.00, thereby increasing the obligated amount from \$0.00 to \$400,000.00. Accordingly, the Blanket Purchase Agreement (BPA) is modified as follows:

1. Under Section A.4 - OBLIGATION OF FUNDS, change to read "This BPA obligates funds in the amount of \$400,000.00."
2. Refer to Attachment-A under the BPA; Ordering Procedures and Limitations: Call Numbers. Under paragraph 2, the second sentence; change to read "The aggregate amount of calls under this order may not exceed \$400,000.00."

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

Total FY 08 Obligation Amount: \$400,000.00

This modification obligates FY 08 funds in the amount of \$400,000.00.

All other terms and conditions remain the same.