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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE See Block 15C	4. REQUISITION/PURCHASE REQ. NO. RFPA dtd 2/29/2000	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Contract Management Branch No. 2 Mail Stop T-7-I-2 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) Information Systems Laboratories, Inc. 7047 Carroll Road San Diego, CA 92121 ATTN: Mr. R. Michael Dowe, Jr. President and CEO			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-03-95-026
CODE			X	10B. DATED (SEE ITEM 13) 08-11-1995

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) N/A

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: FAR Subpart 42.1204
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The subject contract is modified as described in Page 2.

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) Michael Dowe CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon D. Stewart Contracting Officer
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 3/16/00
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/16/00

Template = ADM-001

ADM02

The purpose of this modification is to 1) Incorporate the novation agreement (Attachment No. 1) effective March 16, 2000, between Scientech, Incorporated (Transferor), Information Systems Laboratories, Inc. (ISL) (Transferee) and the NRC under the authority contained in FAR Subpart 42.1204, thereby modifying the subject contract and modifications thereto, to indicate that ISL is the successor-in-interest to Scientech, Inc., and 2) Incorporate the modified Conflicts of Interest Clause (Attachment No. 2) in the contract. The afore-mentioned Novation Agreement provides, but is not limited to, the following:

- a. The Transferee assumes all of the Transferor's liabilities and obligations under the contract;
- b. The Transferor waives all claims and rights against the Government under the contract;
- c. The Transferor guarantees performance of the contracts by the Transferee in accordance with the conditions contained in the contract, and
- d. The Transferor retains its claim to be reimbursed directly for indirect rate adjustments covering pre-novation periods.

Accordingly, the contract is hereby modified as follows:

1) Block 7, of the Standard Form 26 of the contract, is hereby deleted and substituted with the following in lieu thereof:

"7. Name and Address of the Contractor (Transferee):

Information Systems Laboratories
7047 Carroll Road
San Diego, CA 92121

Principal Investigator/Technical Contact:

Mr. James Meyer
(301)255-2269"

2) The "Contractor Organizational Conflicts of Interest" clause as stated in Subsection H.2 of the contract, is modified as described in Attachment No. 2, which is hereby incorporated into the contract.

All other terms and conditions of this contract, inclusive of the contract ceiling amount of \$10,732,536.00, remains unchanged.

NOVATION AGREEMENT

SCIENTECH, Inc. (Transferor), a corporation duly organized and existing under the laws of Idaho, with its principal office in Gaithersburg, Maryland; Information Systems Laboratories, Inc., Inc. (Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in San Diego, California; and the Nuclear Regulatory Commission (Government), enter into this Agreement effective as of January 28, 2000 which is the date of closing of the Asset Purchase Agreement between Transferor and Transferee.

(A) THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (1) The Government has entered into certain contracts with the Transferor, namely: Contract Numbers NRC-04-94-045, NRC-03-95-026, NRC-04-96-060, NRC-04-97-039, and NRC-04-97-046. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders, including all modifications thereto.
- (2) On January 28, 2000, or such date thereafter upon closing of the transaction between Transferor and Transferee, the Transferor will transfer to the Transferee certain assets of the Transferor by virtue of an Asset Purchase Agreement between the Transferor and the Transferee.
- (3) The Transferee will acquire assets of the Transferor by virtue of the above transfer.
- (4) The Transferee will assume all obligations and the liabilities of the Transferor under the contracts by virtue of the above transfer.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.
- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.
- (7) Evidence of the above transfer will be filed with the Government.

(B) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- (1) The Transferor confirms the transfer to the Transferee, and, except as set forth in paragraph (6) below, waives any claims and rights against the Government that that it now has or may have in the future in connection with the contracts.
- (2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action has been taken by the Transferee.
- (4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. Except as set forth in paragraph (6) below, the Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor" as used in the contracts, shall refer to the Transferee.
- (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
- (6) Transferor retains any and all claims for reimbursement for any indirect rate adjustments and corresponding indirect rate proposals to which Transferor is entitled under the contracts prior to the effective date of this Agreement. Such claims are not part of the assets being transferred and Transferor further retains the right if necessary, to prosecute any such claim in accordance with, and in any forum authorized by, the Contract Disputes Act, 41 U.S.C. Section 601. All other payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligation under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.
- (7) The Transferor and the Transferee agree that Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases directly or indirectly arising out of or resulting from the transfer of this Agreement other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- (9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement on the date an year set forth below.

Nuclear Regulatory Commission,

By: [Signature]

Title: Contracting Officer

Information Systems Laboratories, Inc.

By: [Signature]

Title: Exec V.P.

[CORPORATE SEAL]

SCIENTECH, Inc.,

By: [Signature]

Title: Director, Administration

[CORPORATE SEAL]

CERTIFICATE

I NANCY L. FALGOUT certify that I am the SECRETARY of ISL, Inc; that JOHN E. DON CARLO who signed this Agreement for the corporation, was then EXECUTIVE PRESIDENT of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and seal of this corporation this 3RD day of FEBRUARY, 2000.

By: [Signature]

[CORPORATE SEAL]

CERTIFICATE

I MARIE J. WELLS certify that I am the CONTRACTS MANAGER of SCIENTECH; that DOUG KNIGHT who signed this Agreement for the corporation, was then DIRECTOR ADMINISTRATION of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and seal of this corporation this 4TH day of FEBRUARY, 2000.

By: [Signature]

[CORPORATE SEAL]

MODIFICATION TO NRCAR 2052.209-73
CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

1. Notwithstanding any inconsistent provision of this contract, the contractor agrees that during performance of this contract and for a period of eighteen (18) months thereafter, the contractor will not enter into any contracts or subcontracts or any consulting personnel or similar arrangements involving work for:

A. Nuclear utilities subject to NRC or Agreement State licensing authority or for trade associations, research institutes and similar groups that represent or are substantially composed of nuclear utilities;

B. Industrial firms, manufacturers, educational institutions and other organizations subject to NRC or Agreement State licensing authority or for trade associations or research institutions or similar groups that represent or are substantially composed of such industrial firms, etc., where the work is either subject to NRC or an Agreement State licensing authority or is closely associated with work subject to such licensing authority; and

C. Vendors, engineering firms, suppliers, and others organizations that provide services and supplies to entities subject to NRC or Agreement State licensing authority or for trade associations or research institutions or similar groups that represent or are substantially composed of such vendors, etc., where the work is either subject to NRC or an Agreement State licensing authority or is closely associated with work subject to such licensing authority.

2. If the contractor plans to perform work that reasonably can be viewed as included within the limitations of Paragraph No. 1 above, the contractor shall disclose full particulars of that planned work to the NRC contracting officer and obtain the NRC contracting officer's approval in advance of performing the work. The NRC contracting officer's decision on the matter shall be final, subject to a right of appeal under the Contract Disputes Act.

3. In addition to those relationships identified as creating potential organizational conflicts of interest in NRCAR 2052.209-73 and NRCAR Subpart 2009.5, the contractor agrees that should it enter into a relationship described in paragraph No.1, an organizational conflict of interest will result under the cited clause, as modified, and the regulations.

4. In view of the contractor's commitments under this modification to NRCAR Clause 2052.209-73, including the "Contractor Warranty" provision, the contractor agrees that the government may terminate this contract for default if the contractor breaches these commitments, notwithstanding any inconsistent provision of this contract or the NRCAR, other than as excepted under the terms of paragraph 2 above.

5. The contractor agrees to the following changes in NRCAR Clause 2009.209-73 to conform that clause with paragraphs 1, 2, 3, and 4 above:

A. Section (b) Scope, add the following sentence:

In addition, these restrictions apply to the relationships described in paragraph No. 1 of the modification to this clause.

B. Subsection (c) Work for others, delete paragraphs (1), (2), (3), and (4), in their entirety and substitute the following in lieu thereof:

"(1) The contractor shall ensure that all employees under this contract abide by the provision of this modified clause."

C. Subsection (d) Disclosure after award, delete paragraphs (1), (2), and (3), in their entirety and substitute the following in lieu thereof:

"(d) Contractor Warranty. The contractor warrants that it has no relationships of the type described in Paragraph No.1 of the modification to this clause and that it will not enter such relationships during its performance of this contract and for eighteen (18) months thereafter."

D. Throughout: The words "licensee" and "applicant" include both NRC and Agreement States.

E. All other terms of NRCAR Clause 2052.209-73 remain unchanged.

6. The parties intend that, to the maximum extent possible, this modification shall govern all relevant activities of the parties. Accordingly, should paragraphs Nos. 1, 2, 3, and 4 of this modification, or any portion thereof, be deemed inconsistent with FAR Clause 52.209-73; NRCAR Subpart 2009.5; or any other regulation or guidance, this modification shall prevail.