

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGE 3

2. AMENDMENT/MODIFICATION NO. **M028** 3. EFFECTIVE DATE 03-04-2007 4. REQUISITION/PURCHASE REQ. NO. RES-02-054 5. PROJECT NO.(If applicable) FFS #: RES-C07-135 dtd 3/1/07

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr. Mail Stop T-7-I-2 Washington, DC 20555 7. ADMINISTERED BY (If other than Item 6) CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Attn: H. (Eddie) Colón, Jr. Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFORMATION SYSTEMS LABORATORIES ATTN.: MR. JAMES F. MEYER, MANAGER 11140 ROCKVILLE PIKE STE 500 ROCKVILLE MD 208523106 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-04-02-054 10B. DATED (SEE ITEM 13) 12-04-2001 CODE 150135445 FACILITY CODE 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) 76015111205 Y6526 252A 31X0200.760 OBLIGATE: \$50,000.00 (FFS Commitment Number: RES-C07-135)

**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 52.243-5 Changes FAR 52.232-22 Limitation of Funds X

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See pages 2-3 for a description of this modification.

Period of Performance: December 4, 2001 - September 30, 2007 (Changed)

Basic Contract Ceiling: \$ 5,184,676.00 (Changed)  
 MOL Ceiling: \$ 6,215,091.00 (Unchanged)  
 Total Ceiling (Basic + MOL): \$11,399,767.00 (Changed)  
 Basic Contract Obligations: \$ 4,310,860.00 (Changed)  
 MOL & Task Order Obligations: \$ 6,125,421.72 (Unchanged)  
 Cost Recovery Funds: \$ 583,033.00 (Changed - per ISL's Inv. 62 dated 2/13/07)  
 Total Obligations (Basic + MOL & Task Order + Cost Recovery Funds): \$11,019,314.72 (Changed)

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) James F. Meyer, Senior V.P. 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Neha S. Dhir Contracting Officer 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 3/2/07 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 3/2/2007

The purpose of this modification is increase the contract ceiling as a result of an increase in the level of effort. The level of effort is increased as follows:

LEVEL OF EFFORT INCREASE (BASE CONTRACT)

Direct Labor	Estimated Hours
Glenn Mortensen (Key)	320
Jay Spore (Key)	540
Principal Engineer	160
Senior Engineer	550
Engineer	1,205
<b>Total</b>	<b>2,775*</b>

As a result, the contract is modified to reflect the following:

- 1) increase the contract ceiling for the base contract by **\$399,767\*** from \$4,784,909 to **\$5,184,676**, thereby increasing the total estimated value of the contract from \$11,000,000 to **\$11,399,767** (\$5,184,676 Base Contract + \$6,215,091 Task Orders (MOL));
- 2) extend the period of performance of the contract through **September 30, 2007** to allow the contractor to provide NRC with thermal-hydraulic (T/H) computer code maintenance through August 31, 2007, and support for the TRACE User Workshop scheduled for September 2007; and
- 3) provide incremental funding in the amount of **\$50,000**, thereby increasing the amount obligated by the Government under this contract from \$4,260,860 to **\$4,310,860**.

This modification reflects the following changes:

1. The estimated cost and fixed fee of the contract are hereby increased as follows:

	FROM:	BY:	TO:
Estimated Cost	\$4,446,334	<b>\$370,658*</b>	<b>\$4,816,992</b>
Fixed Fee	\$ 338,575	<b>\$ 29,109*</b>	<b>\$ 367,684</b>
CPFF	\$4,784,909	<b>\$399,767*</b>	<b>\$5,184,676</b>

*\*Reference is made to ISL's proposal dated 2/14/2007 in response to this effort.*

Accordingly, the contract is modified as follows:

1. Section B.4 is replaced with the following revised section B.4 CONSIDERATION AND OBLIGATION - COST PLUS FIXED FEE (JUN 1988)

"B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)  
ALTERNATE I (JUN 1991)

This clause applies only to CLINs 1, 2, 4, 5, 7, 8, 10, 11, 13, and 14.

(a) The total estimated cost to the Government for full performance of this contract is **\$5,184,676**, of which the sum of **\$4,816,992** represents the estimated reimbursable costs, and of which **\$367,684** represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is **\$4,310,860.00**. As of invoice No. 62 dated 2/13/2007, there are cost recovery funds in the amount of **\$583,033.00** under this contract, which are hereby applied to the cost appropriation of this contract. Therefore, the total funding obligated by the NRC and applied to the contract through cost recovery is **\$4,893,893.00**. Of this amount, **\$583,033.00** was applied to the total estimated costs through cost recovery, **\$4,013,227** represents the obligated funds earmarked for reimbursement of costs, and \$297,633 represents the funds earmarked for the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through **March 30, 2007.**"

A summary of NRC obligations and Cost Recovery Funds under this contract, from date of the award through this modification, is given below:

Total FY 02 obligations	\$1,081,264
Total FY 03 obligations	\$ 893,205
Total FY 04 obligations	\$ 878,455
Total FY 05 obligations	\$ 760,936
Total FY 06 obligations	\$ 600,000
<b>Total FY 07 obligations</b>	<b>\$ 97,000</b>
Cumulative Total of NRC Obligations:	<b>\$4,310,860</b>
Cost Recovery Funds Applied:	<b><u>\$ 583,033</u></b>
Total of NRC Obligations and Cost Recovery Funds:	<b>\$4,893,893</b>

This modification obligates FY2007 funds in the amount of **\$50,000**. All other terms and conditions remain unchanged.