

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE 4

2. AMENDMENT/MODIFICATION NO.

M003

3. EFFECTIVE DATE

See Block 15c.

4. REQUISITION/PURCHASE REQ. NO.

NRO-08-003
NRO-08-008

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Jeffrey R. Mitchell, 301-415-6465
Mail Stop T-7-I-2
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Washington, DC 20555

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

INFOZEN INC
ATTN: JOHN REDMOND
9420 KEY WEST AVENUE SUITE 101
ROCKVILLE MD 208506379

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-03-07-028

10B. DATED (SEE ITEM 13)

01-11-2007

CODE 964553812

FACILITY CODE

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)

825-15-171-107 Q4110 252A 31x0200.825
Obligate \$113,738.81

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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Mutual Agreement of the Parties
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.)

.....REFER TO ATTACHED PAGE TWO FOR A DESCRIPTION OF MODIFICATION NO. THREE.....

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)

Glenn Garcia
V.P. CONTRACTS AND BUSINESS OPERATIONS

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

Donald A. King
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

12-12-07

BY

(Signature of Contracting Officer)

12/11/07

The purpose of this modification is to (1) provide additional effort under Subsection 4.4 "Task 4 – Developing, Maintaining and Updating the Wizard", (2) increase the contract ceiling by \$113,738.81 from \$621,731.76 to \$735,470.57, (3) provide incremental funding in the amount of \$113,738.81, thereby increasing the obligated amount from \$621,731.76 to \$735,470.57, (4) extend the period of performance from January 1, 2008 to April 15, 2008, (5) revise the indirect rate for fringe benefits to reflect audited forward provisional billing rate and (6) authorize InfoZen to enter into a subcontract agreement with Enstrata, Inc. Accordingly, the contract is modified as follows:

1 Under Section B.3, "CONSIDERATION AND OBLIGATION-COST PLUS FIXED FEE (JUNE 1988) ALTERNATE 1 (JUNE 1991)", Paragraphs (a) and (c) are deleted in their entirety and replaced with the following:

"(a) The total estimated cost to the Government of full performance of this contract is \$735,470.57, of which the sum of \$677,853.05 represents the estimated reimbursable costs, and of which \$57,617.52 represents the fixed fee.

(c) The amount currently obligated by the Government with respect to this contract is \$735,470.57 of which the sum of \$677,853.05 represents the estimated reimbursable costs, and of which \$57,617.52 represents the fixed fee."

2 Under Section C.4 "SPECIFIC TASK REQUIREMENTS", Subsection 4.4 "Task 4 – Developing, Maintaining and Updating the Wizard", the following sub-task c and d is added:

4.4.1 Requirement:

- c) Migrate the present WIZARD content from File Share to SharePoint library; create new architecture and structure for database repositories to accommodate SharePoint library relocation; provide Check-in and/or Check-out capability which provides version control capability; and Create "Approval" workflow for documents and content.
- d) Design, develop, and implement a user-friendly module for document repository administration to perform additions, changes and deletions to content managed by the WIZARD Project. Develop user-friendly user guide.

4.4.3 Deliverable:

- 1) WIZARD software with all the content in SharePoint as stated above.
- 2) User-friendly administration module software with user-friendly user guide as stated above.

3) Under Section F.4 "DURATION OF CONTACT PERIOD (MAR 1987)" is deleted in its entirety and revised as follows:

"This contract shall commence on January 1, 2007 and will expire on April 15, 2008"

4) Under Section G.2 "2052-216-71 INDIRECT COSTS RATES – ALT 2 (OCT 1999)" paragraph (a) is revised to reflect provisional indirect billing rates:

CEILING BILLING RATES			
For this contract, the ceiling amount reimbursable for indirect costs is as follows:			
INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe	35%	Total Labor Dollars	During Contract Performance
Overhead	20%	Direct Labor Dollars and Applicable Fringe	During Contract Performance
G&A	20%	Value Added	During Contract Performance

PROVISIONAL BILLING RATES			
Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows, and shall not go over the ceiling rates established above:			
INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe	27.71%	Total Labor Dollars	During Contract Performance
Overhead	20%	Direct Labor Dollars and Applicable Fringe	During Contract Performance
G&A	20%	Value Added	During Contract Performance
Material Handling	2.03%	Subcontract and Direct Material Costs	During Contract Performance

5) The U. S. Nuclear Regulatory Commission hereby authorizes InfoZen to enter into a subcontract agreement with the following subcontractor:

SUBCONTRACTOR: 1) EnStrata, Inc.

This agreement shall be from December 10, 2007 to April 15, 2007 at the fixed fully burdened rate of \$100.00 per hour, and shall be at no additional cost or obligation to the Government, beyond the current contract ceiling amount of \$735,470.57.

A Summary of Obligations, from the award date through the date of this action, is given below:

Total FY07 Obligations	\$621,731.76
Total FY08 Obligations	\$113,738.81
Cumulative Total of NRC Obligations	\$735,470.57

This modification obligates FY08 funds in the amount of \$113,738.81

All other terms and conditions of this contract remain unchanged.