

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE: 4

2. AMENDMENT/MODIFICATION NO.

M008

3. EFFECTIVE DATE

See Block 15c.

4. REQUISITION/PURCHASE REQ. NO.

NRC-03-03-038 (8)

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: Jennifer A. DeFino, 301-415-6714
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)

INFORMATION SYSTEMS LABORATORIES, INC
ISL
ATTN: DR. JAMES F. MEYER
11140 ROCKVILLE PIKE, SUITE 500
ROCKVILLE MD 20852

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-03-03-038

10B. DATED (SEE ITEM 13)

07-15-2003

CODE 107928806

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.

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.

Form with sections A, B, C, D for contract modifications. Section D is checked with 'X' and includes 'Mutual Agreement of the Parties' and 'Update of Contract Clause'.

E. IMPORTANT: Contractor is not, X 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.)

PLEASE SEE PAGE 2 THROUGH 4 FOR DESCRIPTION OF CONTRACT CLAUSE UPDATE MODIFICATION.

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.

Signature blocks for 15A (Signer: REVIG MROWCA), 15B (Contractor/Officer), 15C (Date Signed: 1/4/08), 16A (Contracting Officer: Donald A. King), 16B (United States of America), 16C (Date Signed: 12/26/07).

The purpose of this contract modification is to update contract clause 2052.242-70 "RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)" and contract clause 2052.24-71 "PROCÉDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)". Accordingly, Section H.5 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS and Section H.6 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS are deleted in their entirety and replaced with the following:

"H.5 2052.242-70 RESOLVING DIFFERING PROFESSIONAL OPINIONS (August 2007)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Opinions (DPOs).

(b) The procedure that will be used provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure is found in Clause **2052.242-71** of this document. The contractor shall provide a copy of the NRC DPO procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

H.6 2052.242-71 PROCEDURES FOR RESOLVING DIFFERING PROFESSIONAL OPINIONS

(a) The following procedure provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPOs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

(b) The NRC may authorize up to ten reimbursable hours for the contractor to document, in writing, and discuss, with the DPO panel, a DPO by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPO which exceeds the specified ten hour limit.

(c) The contractor shall notify the contracting officer before incurring costs to document a DPO. The contractor shall not begin any work on the DPO before receiving a

modification to the contract from the NRC contracting officer.

The contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPO. If there are insufficient obligated funds under the contract, the contractor shall request additional funding from the NRC contracting officer to cover the costs of preparing the DPO. If there are sufficient obligated funds under the contract, the contractor shall notify the contracting officer so that a modification can be issued that specifies the amount of funding required for the DPO.

(d) Contract funds shall not be authorized to document a differing perspective in the following examples where the use of this NRC contractor DPO process is inappropriate:

- (1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);
- (2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: <http://www.nrc.gov/about-nrc/regulatory/allegations-resp.html>
- (3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-10.html>
- (4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;
- (5) Issues that are considered premature because they are still under staff review by the NRC.

(e) This procedure does not provide anonymity, nor does it provide for confidential submittal (as addressed in MD 10.159). Individuals desiring anonymity or confidentiality should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(f) Prior to submitting a DPO, the contractor or the contractor's employees are encouraged to engage in informal discussions with appropriate NRC personnel (which may include NRC staff directly involved with the issues that are the subject of concerns and the NRC Project Officer.) The contractor hereby agrees that the contractor authorizes its employees to engage in informal discussions with the appropriate NRC personnel for purposes of this clause. If the informal discussions do not resolve the contractor or the contractor's employees' concerns, the contractor shall notify the contracting officer so that a modification to the contract can be issued that authorizes the expenditure of funds for the DPO.

The contractor may initiate the DPO process by submitting a written statement directly to the NRC Differing Professional Opinions Program Manager (DPOPM), Office of Enforcement, with a copy to the Contracting Officer, Division of Contracts, Office of Administration. Each DPO submitted will be evaluated on its own merits. (Refer to (c) above before incurring any costs to initiate the DPO process.)

(g) The DPO, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.

(4) References to, or copies of, relevant documents.

(h) The DPOPM will screen the DPO and notify the submitter and the contractor if the DPO is accepted. Returned DPOs will identify the reason for return.

(i) The DPOPM will forward the DPO to the Office Director or Regional Administrator responsible for the contract for disposition.

(j) The Office Director or Regional Administrator will establish an ad hoc panel of NRC employees to review the DPO.

(k) The panel will interview the submitter to ensure that the panel understands the issues and to define the scope of the review. The panel will gather information, review documents, and conduct interviews to support a thorough review. The panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(l) The Office Director or Regional Administrator will consider the DPO panel's report, make a decision on the DPO and provide a written decision to the contractor and the Contracting Officer. The DPO is considered final and closed when the DPO Decision is issued.

(m) A summary of the issue and its disposition will be included in the NRC Weekly Information Report.

(n) DPOs will be dispositioned in accordance with the time frames identified in MD 10.159.

(o) The DPOPM will track follow up actions and notify the contractor of any schedule revisions.

(p) The availability of DPO records will reflect the submitter's wishes (e.g., whether the records should or should not be made public and whether the submitter's identity is redacted) and be consistent with NRC practices for making records available to the public.

(q) For purposes of the contract, the DPO shall be considered a deliverable under the contract."

This modification does not obligate any funds.