

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE 9

2. AMENDMENT/MODIFICATION NO. M002
3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQ. NO. NRC-03-08-070
5. PROJECT NO. (If applicable) 5/8/08 & 6/30/08

6. ISSUED BY U.S. Nuclear Regulatory Commission
7. ADMINISTERED BY U.S. Nuclear Regulatory Commission
CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR INFOZEN, INC.
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
9C. MODIFICATION OF CONTRACT/ORDER NO. GS10F0023T NRC-DR-03-08-070
9D. DATED (SEE ITEM 13) 04-16-2008
CODE 964553812 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
820-15-122-144, J-4127, 252A, 31X0200.820
Amount Obligated: \$105,000.00; NRC Commitment No.: NRR-08-070

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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 52.217-7, Option for Increased Quantity
FAR 52.232-19 Availability of Funds for the Next Fiscal Yr.

E. IMPORTANT: Contractor is not, X is required to sign this document and return 02 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 number 02 is to Exercise the Separately Priced Line Items for Options A-C and Travel. Increase the Ceiling Price from \$400,788 to \$689,613.04, an increase of \$288,824.70; Increase the Amount Obligated to date from \$400,000 to \$505,000, an increase of \$105,000; Incorporate the Revised NRC Form 187 - Contract Security and/or Classification Requirements and incorporate two Security Clauses; Replacement of Project Manager under the Key Personnel Section; Revise the ordering period in the contract; and Incorporate a Revised Schedule for the Inspections through December 2008.

Please see page 2 for specific changes made to this delivery order.

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 GARGAN, VICE PRESIDENT, CONTRACTS AND BUSINESS OPERATIONS
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 08-14-08
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monique B. Williams, Contracting Officer
16B. UNITED STATES OF AMERICA BY Monique B. Williams (Signature of Contracting Officer)
16C. DATE SIGNED 8/12/2008

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNAVAILABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FPMR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 21 2008

ADM002

Accordingly, the contract is hereby modified as follows:

1. On page 1, Section A.2 – Consideration and Obligation – Delivery Orders (JUN 1988) revise the first sentences of both paragraphs (a) and (b) to read as follows:

“(a) The total estimated amount of this contract ceiling for the products/Services ordered, delivered, and accepted under this contract is \$689,613.04.”

“(b) The amount presently obligated with respect to this contract is \$505,000.

2. On page 10, Performance Requirements, please incorporate the updated DRAFT Schedule that covers inspections planned through December 2008.

Draft Schedule for Section B.5.b Phases 2 and 3 Mitigating Strategies Inspections

Start Date for On-Site Inspection	Plant
May 19, 2008	Clinton
June 23, 2008	Cook
	Perry
	Summer
July 7, 2008	Comanche Peak
July 28, 2008	Turkey Point
	Callaway
	Wolf Creek
	Browns Ferry
August 4, 2008	Surry
August 18, 2008	Limerick
	River Bend
August 25, 2008	Millstone
	St. Lucie
	Byron
September 8, 2008	Robinson
	Arkansas
September 15, 2008	Hope Creek
	Salem
	Oconee
	Hatch
	Brunswick
October 6, 2008	Sequoyah
	Crystal River
October 20, 2008	Dresden

November 3, 2008	McGuire
	Grand Gulf
November 17, 2008	Kewaunee
	Palo Verde
December 1, 2008	South Texas
December 8, 2008	North Anna
	Fort Calhoun
	Oyster Creek

3. On page 12, Section C.2 - 52.216-18 Ordering, revise the second sentence of paragraph (a) to read as follows:

"Such orders may be issued from April 16, 2008 through December 8, 2008."
4. On page 12, Section C.4 - 52.216-19 Order Limitations (OCT 1995) revise the amounts under item b.2 to read as follows:

(2) Any order for a combination of items in excess of \$505,000.
5. On page 13, Section C.6 - 2052.215-70 Key Personnel revise to delete [REDACTED] as Project Manager and replace [REDACTED]
6. On page 20, Section C.10 - Duration of Contract Period (MAR 1987) Alternate 1 (JUN 1988), delete the first sentence in its entirety and replace with the following:

"The ordering period for this contract shall commence on April 16, 2008 and will expire on October 13, 2009."
7. On page 28, Contract Documents, Exhibits, or Attachments, NRC Form 187, Contract Security and/or Classification Requirements, this form is revised to provide the contractor access to Sensitive IT Systems and Data - Level II. The NRC 187 Form is hereby replaced with the attached revised document.

The following Security clauses are hereby incorporated into this delivery order:

BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PSBIDFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project

Officer shall assist the contractor in obtaining badges for the contractor personnel. *All contractor personnel must present two forms of Identity Source Documents (1-9). One of the documents must be a valid picture 10 issued by state or by the Federal Government. Original 1-9 documents must be*

presented in person for certification. A list of acceptable documents can be found at <http://www.usdoj.gov/crt/recruiLemp/oy/i9form.pdf>

It is the sole responsibility of the contractor to ensure that each employee has a proper NRC issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to PSBIDFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with."

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (July 2007)

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract. The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for individuals performing work under this contract.

The contractor shall conduct a preliminary security interview or review for each IT level I or II access approval contractor applicant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT security access for which the candidate has been proposed. The contractor will pre-screen its applicants for the following:

- (a) felony arrest in the last seven years;
- (b) alcohol related arrest within the last five years;
- (c) record of any military courts-martial convictions in the past ten years;
- (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven years;
- (e) delinquency on any federal debts or bankruptcy in the last seven years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two copies of the signed contractor's pre-screening record or review will be supplied to FSB/DFS with the contractor employee's completed building access application package.

The contractor shall further ensure that its employees, any subcontractor employees and consultants complete all IT access security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access security applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's facilities) is a contract requirement. Failure of the contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary IT access may be approved based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved based on a favorably review or adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the *OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions)*, two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) and SF- 85P which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

A contractor employee shall not have access to sensitive information technology systems or data until he/she is approved by FSB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final IT access may be approved based on a favorably

adjudication. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract requiring IT access without the approval of FSB/DFS. Where temporary access authorization has been revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. When an individual receives final IT access, the individual will be subject to a review or reinvestigation every ten years.

The contractor shall submit a completed security forms packet, including the *OPM Standard Form (SF) 85P (Questionnaire for Public Trust Positions)*, two copies of the contractor's signed pre-screening record and two FD-258 fingerprint charts, through the PO to FSB/DFS for review and favorable adjudication, prior to the individual performing work under this contract. The contractor shall assure that all forms are accurate, complete, and legible. Based on FSB/DFS review of the contractor applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), SF- 85P, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she will immediately contact FSB/DFS so that the access review may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for IT access.

(End of Clause)

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the contractor to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

8. A summary of obligations from the award date through the date of this action is provided below:

Total FY2008 Obligations: \$505,000.00

TOTAL NRC OBLIGATIONS: \$505,000.00

This modification obligates fiscal year 2008 funds in the amount of \$505,000.00.

All other terms and conditions of the subject contract remain unchanged.

The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

InfoZen, Inc.
9420 Key West Avenue, Suite 101
Rockville, Maryland 20850

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

NRC-DR-03-08-070

B. PROJECTED START DATE

04/16/2008

C. PROJECTED COMPLETION DATE

10/15/2009

2. TYPE OF SUBMISSION

- A. ORIGINAL
 B. REVISED (Supersedes all previous submissions)
 C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Contract Support for Inspections of Section B.5.b Phases 2 and 3 Mitigating Strategies at Commercial Nuclear Power Plants

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
 NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)



3. GENERATION OF CLASSIFIED MATTER.



4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.



5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?

- YES NO

C. UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

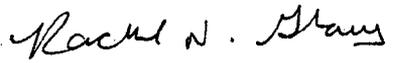
D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE <p style="text-align: center;">Rachel N. Glaros, Project Officer</p>	SIGNATURE 	DATE <p style="text-align: center;">5/5/08</p>
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

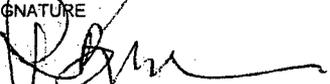
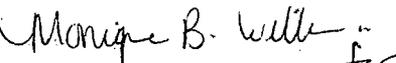
- AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)
 DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
 CONTRACTOR (Item 1)
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION <p style="text-align: center;">Michael J. Case</p>	SIGNATURE 	DATE <p style="text-align: center;">5/7/08</p>
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY <p style="text-align: center;">Mark D. Lombard, DIRECTOR, DIVISION of Security</p>	SIGNATURE 	DATE <p style="text-align: center;">6/10/08</p>
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) <p style="text-align: center;">Donald A. King, Contracting Officer</p>	SIGNATURE 	DATE <p style="text-align: center;">8/11/08</p>

REMARKS