

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAG

1

4

2. AMENDMENT/MODIFICATION NO.

**M004**

3. EFFECTIVE DATE

9-24-2008

4. REQUISITION/PURCHASE REQ. NO.

RFPA # 04-07-048M003

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: H. (Eddie) Colón, Jr.  
Mail Stop TWB-01-10M  
Washington, DC 20555

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop TWB-01-10M  
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

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

**NRC-04-07-048**

10B. DATED (SEE ITEM 13)

08-07-2007

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)

NOT APPLICABLE

**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) 52.243-2 CHANGES--COST REIMBURSEMENT ALTERNATE I (JUNE 2007)

X

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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.

Contract Value, including all options: \$3,836,977.00 (Changed)

Current Contract Ceiling: \$1,466,429.00 (Changed)

Obligations: \$1,256,000.00 (Unchanged)

Period of Performance: August 7, 2007 - August 6, 2009 (Unchanged)

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)

Heriberto Colón, Jr.  
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

2/6/09

16B. UNITED STATES OF AMERICA

BY *[Signature]*  
(Signature of Contracting Officer)

16C. DATE SIGNED

02-03-2009

NSN 7540-01-152-8070  
PREVIOUS EDITION NOT USABLE

**SUNSI REVIEW COMPLETE**

FEB 23 2009

STANDARD FORM 30 (REV. 8-83)  
Prescribed by GSA FPMR (41 CFR) 101-11.6

TEMPLATE - ADM001

**ADM001**

The purpose of this modification to (1) provide for a within scope change to allow ISL, Inc. to allow ISL to collect fees from code users that pay ISL directly for user support services under this contract, and (2) correct a typographical error under paragraph (f) of Section B.3 reflected in modification number dated 8/28/2008.

As a result of this within scope change the value of the contract increases by **\$19,963.00**, from \$3,817,014.00 to **\$3,836,977.00** as follows:

- The current ceiling (*Base Year + Year 1*) of the contract increases by **\$4,736.00** from \$1,461,693.00 to **\$1,466,429.00**
- The ceiling for Option Year 2 of the contract increases by **\$4,902.00** from \$760,345.00 to **\$765,247.00**
- The ceiling for Option Year 3 of the contract increases by **\$5,074.00** from \$784,824.00 to **\$789,898.00**
- The ceiling for Option Year 4 of the contract increases by **\$5,251.00** from \$810,152.00 to **\$815,403.00**

*This modification confirms the authorization provided via email dated 9/24/2008 by the CO to being collecting fees effective 9/24/2008 with a NTE amount of \$4,736.00.*

*Reference is made to your proposal dated 9/9/2008 in response to this effort.*

Accordingly the contract is modified as follows:

1) Add the following **SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK:**

**"XI. CONTRIBUTIONS RECEIVED FROM CAMP MEMBERS OR OTHER CODE USERS**

*Any monies received by the contractor from CAMP members or other authorized code users for services required under this contract, which the contractor has billed the NRC for reimbursement shall be credited to this contract and such credit deducted from the next invoice submitted to the NRC for payment. Invoices shall clearly track these credits as a separate line, including current and cumulative totals.*

2) Paragraph (a) under Section **F.3 TECHNICAL PROGRESS REPORT** is modified to read as follows:

***"(a)...A listing of the efforts completed during the period and milestones reached, or if missed, an explanation provided. Identify separately any efforts performed while assisting code users for which monies were received by the contractor;..."***

3) Section **F.4 FINANCIAL STATUS REPORT** is modified to add the following paragraphs (l)-(o) after the last paragraph:

*"... (l) total costs incurred this reporting period in support of code users from which monies were received by the contractor*

*(m) total costs incurred to date in support of code users from which monies were received by the contractor*

*(n) total funds collected this reporting period from CAMP members or authorized code users on NRC's behalf*

*(o) total funds collected to date from CAMP members or authorized code users on NRC's behalf."*

4) Section **B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)** is deleted entirely and replaced by the following:

**"B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)...**

(a) and (b) The total estimated cost to the Government for full performance of this contract is \$1,466,429.00 of which the sum of \$1,364,140.00 represents the estimated reimbursable costs, and of which \$102,289.00 represents the fixed fee.

(c) The total estimated cost to the Government for full performance for the **OPTION YEAR 2** of this contract is \$765,247.00, of which the sum of \$712,155.00 represents the estimated reimbursable costs, and of which \$53,592.00 represents the fixed fee.

(d) The total estimated cost to the Government for full performance for the **OPTION YEAR 3** of this contract is \$789,898.00, of which the sum of \$734,532.00 represents the estimated reimbursable costs, and of which \$55,366.00 represents the fixed fee.

(e) The total estimated cost to the Government for full performance for the **OPTION YEAR 4** of this contract is \$815,403.00, of which the sum of \$758,202.00 represents the estimated reimbursable costs, and of which \$57,201.00 represents the fixed fee.

(e) 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.

(f) The amount currently obligated by the Government with respect to this contract is \$1,111,000, of which the sum of \$1,033,504.00 represents the estimated reimbursable costs, and of which \$77,496.00 represents the fixed fee.

(g) It is estimated that the amount currently allotted will cover performance through May 1, 2009."

**NRC-04-07-048**

**Modification No. 4**

Pages 4 of 4

A summary of NRC Obligations through the date of this modification is provided below:

FY2007 NRC Obligations	\$ 500,000.00
FY2008 NRC Obligations	<u>\$ 611,000.00</u>
Cumulative Total of NRC Obligations	\$1,111,000.00

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**

This modification does **not** obligate any funds.