

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M001

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 33-09-415; FFS: 10070594

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE U.S. Nuclear Regulatory Commission Division of Contracts Attn: Valerie Whipple VALERIE WHIPPLE (NRC-624) Contract Management Branch No. 3 Washington DC 20555-0001

7. ADMINISTERED BY (If other than Item 6) CODE U.S. Nuclear Regulatory Commission Div of Contracts Mail Stop TWB - 01-B10M Washington, DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MODERN MICRO IMAGING, INC. 5165 LEE HYW ARLINGTON VA 22207-1603

(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-33-09-415 10B. DATED (SEE ITEM 13) 09-21-2009

CODE DU 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) B&R: 010-15-5G1-348 JC: D1859 BOC: 252A APP: 31x0200.010 FFS: 10070594 \$15,000

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: X Mutual Agreement of Both Parties D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE PAGE 2 FOR MODIFICATION DETAILS

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) CHARLES JACKSON / CEO 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie M. Whipple Contracting Officer 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 2/16/10 16B. UNITED STATES OF AMERICA BY Valerie M Whipple (Signature of Contracting Officer) 16C. DATE SIGNED 2/17/10

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

FEB 18 2010

SUNSI REVIEW COMPLETE

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

TEMPLATE - ADM001

ADM002

The purpose of this modification is (1) to add funds in the amount of \$15,000, (2) to correct the Total Possible Ceiling if All Options Exercised cited on SF 1449 of the basic award to read: \$187,049.50, (3) to revise paragraphs C.1, C.2 and C.3 to include missing information, (4) to delete FAR Clause 52.232-19, and (5) to correct the period of performance stated on the schedule.

1. The Total Possible Ceiling if All Options Exercised was understated by \$2 at the time of award. Therefore, Block 20 of Standard Form 1449 is hereby revised to correct the Total Possible Ceiling if All Options Exercised to read \$187,049.50 instead of \$187,047.50.

2. Paragraphs C.1 and C.2 are revised to include missing information. Therefore, Paragraphs C.1, C.2 and C.3 are hereby deleted in their entirety and replaced with the following (changes highlighted in red):

### **C.1 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **date of contract expiration**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$12,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$12,000;

(2) Any order for a combination of items in excess of **the current contract ceiling**; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **contract expiration**.

3. To delete Paragraph C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984), in its entirety.

4. The period of performances stated on the attached Schedule of Supplies/Services are off by a week. Therefore, the period of performances stated on the schedule are hereby revised to line up with the actual period of performance of the contract and shall read as follows:

Base Year: September 22, 2009 – September 21, 2010  
Option Year 1: September 22, 2010 – September 21, 2011  
Option Year 2: September 22, 2011 – September 21, 2012  
Option Year 3: September 22, 2012 – September 21, 2013

***All other terms and conditions under this contract remain unchanged.***