

2. AMENDMENT/MODIFICATION NO. M012 3. EFFECTIVE DATE 9/25/2010 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWE-01-B10M Washington, DC 20555
 7. ADMINISTERED BY (If other than Item 6) CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWE-01-B10M Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.
 CAO CORPORATION
 Attn: Patricia Gagliemo-Prior
 5290 Shawnee Road
 Alexandria VA 22312
 CODE 074830209 FACILITY CODE X 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4524G DR-33-07-358
 10B. DATED (SEE ITEM 13) 09-26-2007

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) N/A

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: FAR 43.103(a)
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, 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.)
 The purpose of this modification is to extend the current contract with three additional 6-month periods increasing the contract ceiling by \$7,034,530 from \$47,926,791.26 to \$54,961,321.26. The increase for all additional periods, assuming all options are exercised is \$21,512,806. This modification also extends the period of performance to 3/25/2011 and updates additional terms and conditions.

See additional pages for details.

Period of Performance: 9/26/2007-3/25/2011 (changed)

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) PATRICIA GAGLIEMO-PRIOR CONTRACTS MANAGER
 15B. CONTRACTOR/OFFEROR Patricia Gagliemo-Prior (Signature of person authorized to sign)
 16C. DATE SIGNED 8/26/10
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph Widdup Contracting Officer
 16B. UNITED STATES OF AMERICA BY Joseph Widdup (Signature of Contracting Officer)
 16C. DATE SIGNED 9/3/10

The order is revised as follows:

1. Section C.14 of Attachment I is deleted in its entirety and replaced with the following:

C.14 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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 Security Branch, Division of Facilities and Security (SB/DFS).

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 (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/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 SB/DFS 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.

2. The following is added to the end of Section C.19 of Attachment I, entitled: "Reporting Requirements":

"As part of the bi-weekly report, the contractor shall provide a list of the people worked on the contract (including all task orders) for that particular 2-week period and the amount of hours that the contractor staff has worked on each task order."

3. Section C.21 of Attachment I is deleted in its entirety and replaced with the following:

C.21 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed .5 years.

4. Paragraph (a) of Section C. 26 of Attachment I, entitled: "2052.215-70 Key Personnel" is revised to read as follows:

"(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

- Michael Daley
- José A. (Tony) Gonzalez
- Daniel Patrick Pomykalà
- Wallace D. Watson

- Robert M. Weisenbeck
- Eugene Y. Yang
- Alex Adeduwon
- Mary Dickson
- Donna Parisi

The contractor agrees that the personnel may not be removed from the contract work or replaced without compliance with the following paragraphs of this section....”

5. Section C. 29 of Attachment I is deleted in its entirety and replaced with the following:

C.29 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on September 26, 2007 and will expire on March 25, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for two additional 6-month periods.

6. Section C.34 of Attachment I is deleted in its entirety and replaced with the following:

C.34 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

7. Section C.35 of Attachment I is deleted in its entirety and replaced with the following:

C.35 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-

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of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

8. Section C.39 of Attachment I is deleted in its entirety and replaced with the following:

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. Starting in November 2010, the contractor shall submit one invoice per task order per billing period.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov.

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement no more frequently than once each month, in arrears.

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

g. Required Attachments (Supporting Documentation). Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period
 from _____ through _____.

Amount Billed	Current Period	Cumulative
Direct Costs:		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____

(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

9. Section C.40 of Attachment I is hereby added:

C.40 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

10. Section C.41 of Attachment I is hereby added:

C.41 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

11. The following price schedule is added to Attachment II added:

Lookup	Direct Labor Categories	Estimated Hours (Ceiling)				Rates and Totals						
		Period 3 (9/26/10- 3/25/11)	FY2011 Option 4 (3/26/11- 9/25/11)	FY2012 Option 5 (9/26/11- 3/25/12)	Total All Periods in this Modification	Period 3 Proposed Rate	FY2011 Period 3 (9/26/10- 3/25/11) (Ceiling)	Option Period 4 Proposed Rate	FY2011 Option period 4 (3/26/11- 9/25/11) (Ceiling)	Option Period 5 Proposed Rate	FY2012 Option period 5 (9/26/11- 3/25/12) (Ceiling)	Total All Periods in this Modification (Ceiling)
010	Program Manager	251.0	251.0	301.0	803.0	\$160.45	\$40,272.95	\$160.45	\$40,272.95	\$165.22	\$49,731.22	\$130,277.12
020	Project Manager	3,450.8	3,450.8	3,455.8	10,357.3	\$135.73	\$468,370.30	\$135.73	\$468,370.30	\$139.76	\$482,975.62	\$1,419,716.22
030	Quality Assurance Manager	44.0	44.0	44.0	132.0	\$79.10	\$3,480.40	\$79.10	\$3,480.40	\$81.27	\$3,575.88	\$10,536.68
050	Principal BPR Specialist	55.0	55.0	55.0	165.0	\$161.81	\$8,899.55	\$161.81	\$8,899.55	\$166.25	\$9,143.75	\$26,942.85
060	Senior BPR Specialist	30.0	30.0	30.0	90.0	\$103.61	\$3,108.30	\$103.61	\$3,108.30	\$106.69	\$3,200.70	\$9,417.30
070	Principal Systems Analyst	1,016.0	1,016.0	1,016.0	3,048.0	\$148.82	\$151,201.12	\$148.82	\$151,201.12	\$153.24	\$155,691.84	\$458,094.08
080	Senior Systems Analyst	0.0	0.0	0.0	0.0	\$116.76	\$0.00	\$116.76	\$0.00	\$120.23	\$0.00	\$0.00
090	Principal Information Engineer	2,295.5	2,295.5	2,295.5	6,886.5	\$149.12	\$342,304.96	\$149.12	\$342,304.96	\$153.55	\$352,474.03	\$1,037,083.95
100	Senior Information Engineer	9,025.5	9,025.5	9,225.5	27,276.5	\$127.82	\$1,153,639.41	\$127.82	\$1,153,639.41	\$131.62	\$1,214,260.31	\$3,521,539.13
105	Senior Information Engineer Onsite	940.0	940.0	940.0	2,820.0	\$112.28	\$105,543.20	\$112.28	\$105,543.20	\$115.61	\$108,673.40	\$319,759.80
110	Senior Functional Analyst	6,213.5	6,213.5	6,171.0	18,598.0	\$114.94	\$714,179.69	\$114.94	\$714,179.69	\$118.35	\$730,337.85	\$2,158,697.23
130	Systems Analyst 5	1,296.0	1,296.0	1,316.0	3,908.0	\$91.31	\$118,337.76	\$91.31	\$118,337.76	\$94.02	\$123,730.32	\$360,405.84
140	Systems Analyst 4	932.5	932.5	965.0	2,830.0	\$83.08	\$77,472.10	\$83.08	\$77,472.10	\$85.55	\$82,555.75	\$237,499.95
150	Systems Analyst 3	2,297.0	2,297.0	2,297.0	6,891.0	\$75.28	\$172,918.16	\$75.28	\$172,918.16	\$77.52	\$178,063.44	\$523,899.76
160	Systems Analyst 2	0.0	0.0	0.0	0.0	\$63.43	\$0.00	\$63.43	\$0.00	\$65.31	\$0.00	\$0.00
170	Systems Analyst 1	5.0	5.0	5.0	15.0	\$52.54	\$262.70	\$52.54	\$262.70	\$53.97	\$269.85	\$795.25
220	Computer Programmer 6	775.0	775.0	743.0	2,293.0	\$79.94	\$61,953.50	\$79.94	\$61,953.50	\$82.31	\$61,156.33	\$185,063.33
230	Computer Programmer 5	0.0	0.0	0.0	0.0	\$72.14	\$0.00	\$72.14	\$0.00	\$74.28	\$0.00	\$0.00
260	Support Specialist 6	1,576.0	1,576.0	1,576.0	4,728.0	\$60.57	\$95,458.32	\$60.57	\$95,458.32	\$62.37	\$98,295.12	\$289,211.76
265	Support Specialist 6 Onsite	306.0	306.0	306.0	918.0	\$50.15	\$15,345.90	\$50.15	\$15,345.90	\$51.64	\$15,801.84	\$46,493.64
270	Support Specialist 5	306.0	306.0	306.0	918.0	\$55.25	\$16,906.50	\$55.25	\$16,906.50	\$56.89	\$17,408.34	\$51,221.34
275	Support Specialist 5 Onsite	0.0	0.0	0.0	0.0	\$46.97	\$0.00	\$46.97	\$0.00	\$48.37	\$0.00	\$0.00
280	Support Specialist 4	698.0	698.0	698.0	2,094.0	\$50.32	\$35,123.36	\$50.32	\$35,123.36	\$51.81	\$36,163.38	\$106,410.10
310	Engineer 5	3.0	3.0	3.0	9.0	\$87.65	\$262.95	\$87.65	\$262.95	\$90.25	\$270.75	\$796.65
350	Sr Computer Security Specialist	0.0	0.0	0.0	0.0	\$87.31	\$0.00	\$87.31	\$0.00	\$89.90	\$0.00	\$0.00
360	Computer Security Specialist	0.0	0.0	0.0	0.0	\$68.01	\$0.00	\$68.01	\$0.00	\$70.03	\$0.00	\$0.00
520	Apps Systems Analysis and Prgm Mgr	3,649.0	3,649.0	3,639.0	10,937.0	\$118.09	\$430,910.41	\$118.09	\$430,910.41	\$121.60	\$442,502.40	\$1,304,323.22

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525	Apps Systems Analysis and Prgm Mgr Onsite	900.0	900.0	900.0	2,700.0	\$94.88	\$85,392.00	\$94.88	\$85,392.00	\$97.70	\$87,930.00	\$258,714.00
530	Apps Systems Analysis and Prgm Sup	7,762.5	7,762.5	8,045.0	23,570.0	\$109.00	\$846,112.50	\$109.00	\$846,112.50	\$112.24	\$902,970.80	\$2,595,195.80
535	Apps Systems Analysis and Prgm Sup Onsite	1,340.0	1,340.0	1,265.0	3,945.0	\$89.38	\$119,769.20	\$89.38	\$119,769.20	\$92.03	\$116,417.95	\$355,956.35
540	Apps Systems Analyst/Prgmr - St Spec	2,308.0	2,308.0	3,435.0	8,051.0	\$93.07	\$214,805.56	\$93.07	\$214,805.56	\$95.62	\$328,454.70	\$758,065.82
545	Apps Systems Analyst/Prgmr - St Spec Onsite	1,000.5	1,000.5	1,000.5	3,001.5	\$71.05	\$71,085.53	\$71.05	\$71,085.53	\$73.16	\$73,196.58	\$215,367.63
550	Apps Systems Analyst/Prgmr - Lead	1,012.0	1,012.0	1,282.0	3,306.0	\$76.92	\$77,843.04	\$76.92	\$77,843.04	\$79.02	\$101,303.64	\$256,989.72
555	Apps Systems Analyst/Prgmr - Ld Onsite	1,670.5	1,670.5	1,670.5	5,011.5	\$68.12	\$113,794.46	\$68.12	\$113,794.46	\$70.14	\$117,168.87	\$344,757.79
580	Network Operations Specialist	1,040.0	1,040.0	1,040.0	3,120.0	\$101.44	\$105,497.60	\$101.44	\$105,497.60	\$104.45	\$108,628.00	\$319,623.20
630	Telecommunications Engineer/Analyst	1,040.0	1,040.0	1,040.0	3,120.0	\$76.91	\$79,986.40	\$76.91	\$79,986.40	\$79.01	\$82,170.40	\$242,143.20
700	Documentation Specialist	122.0	122.0	122.0	366.0	\$68.60	\$8,369.20	\$68.60	\$8,369.20	\$70.64	\$8,618.08	\$25,356.48
710	Documentation Coordinator	2,012.0	2,012.0	2,012.0	6,036.0	\$80.69	\$162,348.28	\$80.69	\$162,348.28	\$83.09	\$167,177.08	\$491,873.64
715	Documentation Coordinator Onsite	200.0	200.0	200.0	600.0	\$55.78	\$11,156.00	\$55.78	\$11,156.00	\$57.44	\$11,488.00	\$33,800.00
720	Technical Expert - Level 4	840.0	840.0	840.0	2,520.0	\$269.32	\$226,228.80	\$276.70	\$232,428.00	\$276.70	\$232,428.00	\$691,084.80
730	Technical Expert - Level 3	77.5	77.5	77.5	232.5	\$195.89	\$15,181.48	\$201.25	\$15,596.88	\$201.25	\$15,596.88	\$46,375.23
740	Technical Expert - Level 2	1,075.0	1,075.0	1,075.0	3,225.0	\$161.87	\$174,010.25	\$166.30	\$178,772.50	\$166.30	\$178,772.50	\$531,555.25
745	Technical Expert - Level 2 Onsite	2,250.0	2,250.0	2,174.0	6,674.0	\$152.71	\$343,597.50	\$156.89	\$353,002.50	\$156.89	\$341,078.86	\$1,037,678.86
750	Technical Expert - Level 1	2,716.0	2,716.0	2,716.0	8,148.0	\$133.80	\$363,400.80	\$137.46	\$373,341.36	\$137.46	\$373,341.36	\$1,110,083.52
760	Information Services Consultant	0.0	0.0	0.0	0.0	\$97.72	\$0.00	\$97.72	\$0.00	\$100.40	\$0.00	\$0.00
	Totals	62,530.8	62,530.8	64,282.3	189,343.8		\$7,034,530.13		\$7,065,252.54		\$7,413,023.81	\$21,512,806.48