

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO. NRC-DR-23-10-244	1. CONTRACT ID CODE	PAGE 1	OF PAGES 8
2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 23-10-244 M001		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Erika Eam, 301-492-3492 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INTERNATIONAL MANAGEMENT AND CONSULTING, LIMITED LIABILITY C IMC CONSULTING 10529 OLD CT RD WOODSTOCK MD 211631111			(X)	9A. AMENDMENT OF SOLICITATION NO	
CODE				9B. DATED (SEE ITEM 11)	
FACILITY CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO NRC-DR-23-10-244	
				10B. DATED (SEE ITEM 13) 08-20-2010	

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) DJNS#: 135471741
NAICS Code: 541611

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.
X	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)

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.)
The purpose of this administrative modification is to add Alternative Project Officers to the contract. Please see the attached beginning on page 2 for detailed information.

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) <i>Michael Kelleher, Partner</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Erika Eam Contracting Officer
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2/16/11
16B. UNITED STATES OF AMERICA BY <i>Erika Eam</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/17/2011

Add the following to the "PREVAILING TERMS AND CONDITIONS" section of the award,

"A.29 ALTERNATE PROJECT OFFICER AUTHORITY

(a) The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is:

(1) Cathy Smith
Mail Stop: OWFN/6 E7
Washington, DC 20555-0001

Phone: 301-415-5648
Email: Cathy.Smith@nrc.gov

(2) David D'Abate
Mail Stop: OWFN/16 E15
Washington, DC 20555-0001

Phone: 301-415-0667
Email: David.Dabate@nrc.gov

*Add Above
Ed. + Project
Officer
Insert Text*

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer or alternate. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer or alternate project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the

contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer or alternate project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer and alternate project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

[End of Clause]"

All other terms and conditions remain the same.



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

February 16, 2011

MEMORANDUM TO: Cathy Smith, Alternate Project Officer
Office of the Executive Director for Operations

FROM: Erika Eam, Contracting Officer
Research, Resources and Grants Branch (RRG)
Division of Contracts

SUBJECT: DESIGNATION OF ALTERNATE PROJECT OFFICER

You are hereby designated as the Alternate Project Officer for Contract No. NRC-DR-23-10-244 with International Management and Consulting, LLC (IMC). Your responsibilities and extent of authority as Alternate Project Officer are described in Section A of the contract. (Copy of contract and modification enclosed).

As Alternate Project Officer, you are required to be familiar with NRC Management Directive and Handbook 11.1, "NRC Acquisition of Supplies and Services (MD 11.1)." Special attention should be made to "Part 11, Contract Administration." All correspondence with the contractor should be forwarded to the Contract Specialist. Prior Contracting Officer concurrence may be required for some correspondence, while other correspondence, e.g., changes to the terms and conditions, funding or schedule of the contract, may be forwarded to the contractor only over the Contracting Officer's signature. In addition, the Contract Specialist should be advised in advance of any scheduled meetings with the contractor.

You are required to comply with the MD 11.1, "Part 11, Review of Contractor Invoice/Voucher." While MD 11.1 and NRC Form 292 require your assessment of the contractor's overall performance in the review of submitted contractor invoices, any potential contractor concerns with the invoice/voucher should be brought to the attention of the Contract Specialist as early as possible so that positive and timely corrective action can be initiated.

If this contract includes NRC Form 187, Security Classification Requirements, and requires any type of clearance for contract performance (including access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information), access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants without the approval of SB/DFS), you are required to ensure that all contractor employees have received approval by SB/DFS prior to beginning work under the contract. Your failure to comply with this requirement may result in issuance of a security infraction in accordance with MD and Handbook 12.3.

For contracts that provide for the design, development, maintenance or operation of Privacy Act (Pub. L. 93-579) Systems of Records, you are required to ensure that all records (electronic or paper) created, compiled, obtained or maintained under the contract are returned to NRC or transferred to the successor contractor or destroyed at the end of the contract in accordance

with instructions to be provided by the NRC Systems Manager for Privacy Act Systems of Records. "Operation" of a Privacy Act Systems of Records means the performance of activities associated with maintaining the systems of records, including the collection, use and dissemination of records (See FAR Clauses 25.224-1 & 25.224-2).

Mutual cooperation is essential to the success of this contract. To that end, the Contract Specialist will be contacting you within the next two weeks to discuss the obligations under the contract of both the contractor and NRC. Should you have any questions regarding this delegation of authority or require assistance, please contact Erika Eam on (301) 492-3492.

Enclosure: As stated