

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 7
2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. RFAP#: HR-12-071 FAFMIS#: NA		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) DIVERSIFIED SIGN LANGUAGE SERVICES, LLC 5462 TREEFROG PL COLUMBIA MD. 210452535				(X)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
					10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-11-C-38-0055	
				X	10B. DATED (SEE ITEM 13) 09-07-2011	
CODE	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) DUNS#: 825481922; NAICS Code: 541930

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	D. OTHER (Specify type of modification and authority) FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS, (c) Changes (June 2010)

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 various aspects within the Statement of Work (SOW) and the contract.

Please see the attached beginning on page 2 for detailed information.

SBA Requirement#: 0373/11/104423/01

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) MARK ALAN MORRISON - OWNER / INTERPRETOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Erika Eam Contracting Officer
15B. CONTRACTOR/OFFICER <i>Mark Alan Morrison</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2-22-2012
16B. UNITED STATES OF AMERICA BY <i>Erika Eam</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/22/2012

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

SUNSI REVIEW COMPLETE

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

TEMPLATE - ADM001

FEB 22 2012

ADM002

Accordingly, the following specific change is to be made to the Contract:

1. Section B.3 PRICE SCHEDULE, delete in its entirety and replace with the following,

All unit prices are fixed unit prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, and profit) necessary to provide the sign language and transcription services required in the purchase order.

The line items indicated below are line items that may be ordered throughout the duration of the purchase order on an as needed basis.

BASE YEAR: SEPTEMBER 7, 2011 – MARCH 6, 2012

Item No.	Schedule of Supplies/Services	Unit Price (Per HR)*
0001	Sign Language Interpreters	\$81.00
0002	On-site CART	\$195.00
0003	TypeWell	\$74.00
0004	On-site Sign Language Interpreter	\$83.00
0005	Program Manager	\$43.00
	<u>In-house Training**</u>	
0006	Disability Sensitivity	\$225.00/class
0007	Disability Etiquette	\$225.00/class
0008	American Sign Language	\$175.00/class
0009	Mentoring Service	\$225.00/class
0010	Job Coaching	\$225.00/class
0011	Travel, outside of the Washington, DC Metropolitan Area only (Not-To-Exceed)***	<u>\$100,000</u> (Not-To-Exceed)
0012	Differential Pay (Nights and Weekends)****	<u>\$10,000</u> (Not-To-Exceed)

OPTION YEAR 1: MARCH 7, 2012 – MARCH 6, 2013

Item No.	Schedule of Supplies/Services	Unit Price (Per HR)*
1001	Sign Language Interpreters	\$82.62
1002	On-site CART	\$198.90
1003	TypeWell	\$75.48
1004	On-site Sign Language Interpreter	\$84.66
1005	Program Manager	\$43.86
	<u>In-house Training**</u>	

1006	Disability Sensitivity	\$229.50/class
1007	Disability Etiquette	\$229.50/class
1008	American Sign Language	\$178.50/class
1009	Mentoring Service	\$229.50/class
1010	Job Coaching	\$229.50/class
1011	Travel, outside of the Washington, DC Metropolitan Area only (Not-To-Exceed)***	\$100,000 (Not-To-Exceed)
1012	Differential Pay (Nights and Weekends)****	\$10,000 (Not-To-Exceed)

OPTION YEAR 2: MARCH 7, 2013 – MARCH 6, 2014

Item No.	Schedule of Supplies/Services	Unit Price (Per HR)*
2001	Sign Language Interpreters	\$84.27
2002	On-site CART	\$202.87
2003	TypeWell	\$76.98
2004	On-site Sign Language Interpreter	\$86.35
2005	Program Manager	\$44.73
	<u>In-house Training**</u>	
2006	Disability Sensitivity	\$234.09/class
2007	Disability Etiquette	\$234.09/class
2008	American Sign Language	\$182.07/class
2009	Mentoring Service	\$234.09/class
2010	Job Coaching	\$234.09/class
2011	Travel, outside of the Washington, DC Metropolitan Area only (Not-To-Exceed)***	\$100,000 (Not-To-Exceed)
2012	Differential Pay (Nights and Weekends)****	\$10,000 (Not-To-Exceed)

OPTION YEAR 3: MARCH 7, 2014 – MARCH 6, 2015

Item No.	Schedule of Supplies/Services	Unit Price (Per HR)*
3001	Sign Language Interpreters	\$85.95
3002	On-site CART	\$206.92
3003	TypeWell	\$78.51
3004	On-site Sign Language Interpreter	\$88.07
3005	Program Manager	\$45.62

<u>In-house Training**</u>		
3006	Disability Sensitivity	\$238.77/class
3007	Disability Etiquette	\$238.77/class
3008	American Sign Language	\$185.71/class
3009	Mentoring Service	\$238.77/class
3010	Job Coaching	\$238.77/class
3011	Travel, outside of the Washington, DC Metropolitan Area only (Not-To-Exceed)***	\$100,000 (Not-To-Exceed)
3012	Differential Pay (Nights and Weekends)****	\$10,000 (Not-To-Exceed)

OPTION YEAR 4: MARCH 4, 2015 – MARCH 6, 2016

Item No.	Schedule of Supplies/Services	Unit Price (Per HR)*
4001	Sign Language Interpreters	\$87.66
4002	On-site CART	\$211.05
4003	TypeWell	\$80.08
4004	On-site Sign Language Interpreter	\$89.83
4005	Program Manager	\$46.53
<u>In-house Training**</u>		
4006	Disability Sensitivity	\$243.54/class
4007	Disability Etiquette	\$243.54/class
4008	American Sign Language	\$189.42/class
4009	Mentoring Service	\$243.54/class
4010	Job Coaching	\$243.54/class
4011	Travel, outside of the Washington, DC Metropolitan Area only (Not-To-Exceed)***	\$100,000 (Not-To-Exceed)
4012	Differential Pay (Nights and Weekends)****	\$10,000 (Not-To-Exceed)

OPTION YEAR 5: MARCH 7, 2016 – SEPTEMBER 6, 2016

Item No.	Schedule of Supplies/Services	Unit Price (Per HR)*
5001	Sign Language Interpreters	\$89.41
5002	On-site CART	\$215.27
5003	TypeWell	\$81.68
5004	On-site Sign Language Interpreter	\$91.62

5005	Program Manager	\$47.46
	<u>In-house Training**</u>	
5006	Disability Sensitivity	\$248.41/class
5007	Disability Etiquette	\$248.41/class
5008	American Sign Language	\$192.30/class
5009	Mentoring Service	\$248.41/class
5010	Job Coaching	\$248.41/class
5011	Travel, outside of the Washington, DC Metropolitan Area only (Not-To-Exceed)***	<u>\$100,000</u> <u>(Not-To-Exceed)</u>
5012	Differential Pay (Nights and Weekends)****	<u>\$10,000</u> <u>(Not-To-Exceed)</u>

NOTE:

* Loaded Hourly Rates – If proposed, the fixed hourly rate listed is "loaded" and shall only include the following: Salary cost or consulting fee of the individual providing the services; Payroll costs (fringe benefits, FICA, etc.); Indirect costs applicable to labor; and Profit or fee, if any;

**Prices includes any associated training materials;

*** Travel – The contractors travel must be pre-approved in writing in accordance with USNRC Government Travel Regulations; and

**** Differential Pay – Only applies to services (1) approved by the Project Officer, (2) after core business hours (8:30am – 4:30pm), and/or (3) weekend services. An additional 5% is to be applied to the basic pay rate for requested services when utilized.”

2. Section B.4, STATEMENT OF WORK:

a. Section C.4.2.a, delete and replace in its entirety with the following:

“C.4.2.a On-Site Interpreters

The interpreter(s) that is (are) on-site must be available for duty on Tuesdays, Wednesdays, or Thursdays from 8:30 to 4:30 p.m. The interpreter will consult daily with the Project Officer on specific instructions regarding assignments needing coverage. The contractor must arrange for changes or last minute requests within one-half hour of notification. The interpreter is expected to be flexible in assignments due to changes that may develop during the timeframe of the request processed. Generally, the interpreter will be apprised of all assignments in advance. The on-site interpreter will primarily be available for short notice, impromptu meetings, emergency meetings, all-hands meetings from agency leadership and serve as a back-up or replacement interpreter or escort when needed. In addition, the contractor will make arrangements to provide the necessary interpretation services that may extend past core business hours, such as meetings and events, for example.”

b. Section I, NRC Cancellations of Service Requested by NRC, delete and replace in its entirety with the following:

“I. NRC Cancellations of Service Requested by NRC

Payment for cancellation of scheduled services shall be made based upon the following schedule:

- ♦ Three (3) full business days, (72 hours) or greater, prior to a scheduled event date:
 - No payment will be made.
- ♦ Less than Three (3) full business days, (72 hours) or less, prior to a scheduled event date:
 - Full payment will be made.

Notification of cancellation shall be in written form, either by letter or email. A business day shall be deemed to be twenty-four (24) hours.”

- c. **Add** the following in its entirety

“C.5 Task 5 – Off-Site and Afterhours Interpreter Services

C.5.1 Requirement

The off-site and afterhours sign language interpreters must be available to respond to planned requests.

The off-site and afterhours interpreter(s) shall familiarize themselves with client profiles and needs, meet with clients, and meet with NRC Project Officer on contract/service related issues.

C.5.2 Standards

The contractor shall provide the services of the required number of off-site and afterhour’s interpreter(s) to adequately fulfill the requirement. The standards for the Off-Site Interpreter are the same as those found in Section C.1 and C.2.

C.5.3. Off-Site and Afterhours Interpreters

The interpreter(s) that is (are) required for off-site and afterhour’s services must be available and assigned to the requirement at least 3 business days prior to the off-site and afterhours training or activity is to take place. These trainings or activities may include but are not limited to colleges/universities, hotels, and/or other conference center locations. Generally, the interpreter will be apprised of all assignments in advance. The off-site and afterhours interpreter(s) must be available for services taking place during normal business hours as well as outside of normal business hours and weekends to support NRC approved and/or sponsored training and/or activities. NOTE: These services are not in support of the Federal Employee Tuition Reimbursement Program. The contractor shall be reimbursed for its interpretation services based on differential pay. Differential pay will only be reimbursed if services were approved by the Project Officer prior to services being rendered.

C.5.3 Deliverables

The contractor shall provide off-site Interpreter services that meet the requirements listed in C.5.2.”

2. SECTION C - CONTRACT CLAUSES, add the following clause in its entirety,

“C.42 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled."

All other terms and conditions remain the same

[End of M002]