

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. M0010	3. EFFECTIVE DATE 12/01/2015	4. REQUISITION/PURCHASE REQ. NO. OCIO-16-0004	5. PROJECT NO. (If applicable)	
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AQIWO INC 8245 BOONE BLVD SUITE 590 VIENNA VA 221823894		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 124458493	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS06F0899Z NRC-HQ-13-T-33-0001	10B. DATED (SEE ITEM 13) 12/03/2012	

**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 ACKNOWLEDGEMENT 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)  
See Schedule Net Increase: \$338,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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) 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**LIST OF CHANGES:**

Reason for Modification: Exercise an Option

The purpose of this modification is to exercise the third option year in accordance with FAR clause 52.217-9, entitled "Option to Extend the Term of the Contract", thereby extending the contract period of performance through 11/30/2016, and increase the obligated amount by \$338,000.00 from \$1,230,190.66 to \$1,568,190.66, and the contract ceiling amount by \$430,998.72 from \$1,279,190.16 to \$1,710,088.88. In addition, to add the Contracting Officer Representative Authority.

Total Obligated Amount: \$1,568,190.66 (changed)

Contract Ceiling: \$1,710,088.88 (changed)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA HARRELL	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. DATE SIGNED 12/01/2015	

NSN 7540-01-152-8070  
Previous edition unusable

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

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

**DEC 04 2015**

**ADM002**

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS06F0899Z/NRC-HQ-13-T-33-0001/M0010

PAGE OF  
 2 4

NAME OF OFFEROR OR CONTRACTOR  
 AQIWO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
09504	Total Contract Ceiling: \$3,165,253.30 (unchanged) Period of Performance: 12/01/2012-11/30/2016 (changed) Delivery Location Code: NRCHQ US NRC - HQ DIVISION OF CONTRACTS  Option Year 3 Total Obligated Amount\$430,998.72 Incrementally Funded Amount: \$338,000.00  Accounting Info: 2016-X0200-FEEBASED-10-10D006-51-I-156-6056-2572 Funded: \$338,000.00				430,998.72

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12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$338,000.00  
See Schedule

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**LIST OF CHANGES:**

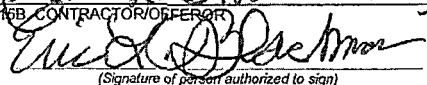
Reason for Modification: Exercise an Option  
The purpose of this modification is to exercise the third option year in accordance with FAR clause 52.217-9, entitled "Option to Extend the Term of the Contract", thereby extending the contract period of performance through 11/30/2016, and increase the obligated amount by \$338,000.00 from \$1,230,190.66 to \$1,568,190.66, and the contract ceiling amount by \$430,998.72 from \$1,279,190.16 to \$1,710,088.88. In addition, to add the Contracting Officer Representative Authority.

Total Obligated Amount: \$1,568,190.66 (changed)

Contract Ceiling: \$1,710,088.88 (changed)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Eric L. Blackman, VP/COO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SANDRA HARRELL
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/01/2015
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR  
AQIWO INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
09504	<p>Total Contract Ceiling: \$3,165,253.30 (unchanged)            Period of Performance: 12/01/2012-11/30/2016            (changed)            Delivery Location Code: NRCHQ            US NRC - HQ            DIVISION OF CONTRACTS</p> <p>Option Year 3            Total Obligated Amount\$430,998.72            Incrementally Funded Amount: \$338,000.00</p> <p>Accounting Info:            2016-X0200-FEEBASED-10-10D006-51-I-156-6056-2572            Funded: \$338,000.00</p>				430,998.72

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Accordingly, the following changes are hereby made:

**A.20 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (COR) Alternate I**

The contracting officer's authorized representative (hereinafter referred to as the Contracting Officer Representative) for this contract is:

Name: Eugenia Shyu

Address: US Nuclear Regulatory Commission  
11545 Rockville Pike  
Rockville MD. 20875

Telephone Number: 301-415-1396  
Eugenia.shyu@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC Contracting Officer Representative. 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 Contracting Officer Representative 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 Contracting Officer Representative or must be confirmed by the Contracting Officer Representative 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 Contracting Officer Representative in the manner prescribed by this clause and within the Contracting Officer Representative's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the Contracting Officer Representative 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 Contracting Officer Representative 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 Contracting Officer Representative 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.

A summary of obligation for this contract from award date through the date of this action is given below:

Cumulative Total NRC Obligations: \$1,568,190.66

This modification obligates FY 16 funding in the amount of \$338,000.00