

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   6	
2. AMENDMENT/MODIFICATION NO. M0002		3. EFFECTIVE DATE 04/15/2014		4. REQUISITION/PURCHASE REQ. NO. NRR-14-0140	
5. PROJECT NO. (If applicable)		6. ISSUED BY U.S. NRC - HQ Acquisition Management Division Mail Stop: 3WEN-05-C64MP ATTN: Aracelis Perez-Ortiz Washington DC 20555-0001		7. ADMINISTERED BY (If other than Item 6) U.S. NRC - HQ Acquisition Management Division Mail Stop: 3WEN-05-C64MP Washington DC 20555-0001	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INFORMATION SYSTEMS LABORATORIES, INC. 10070 BARNES CANYON RD SAN DIEGO CA 921212722		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 107928806 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-13-A-03-0011 NRC-T001		10B. DATED (SEE ITEM 13) 09/27/2013	

**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) Net Increase: \$80,000.00  
2014-X0200-FEEBASED-20-20D006-11-4-178-1033-252A

**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 1 copies to the issuing office.

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

GSA Contract #: GS23F0060L  
NRC-HQ-13-A-03-0011 GS23F0060L NRC-T001

Refer to Page 2 for modification details.

Total Ceiling Amount: \$452,914.23 (Unchanged)  
Total Obligated Amount: \$220,000.00 (Changed)  
Period of Performance: 09/27/2013 - 09/26/2016 (Changed)

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) W. Arcieri, Division Mgr., Energy & Space Division		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DOMINIQUE MALONE	
15B. CONTRACTOR/OFFEROR Digitally signed by William Arcieri DN: cn=William Arcieri, o, ou, email=billa@isllnc.com, c=US Date: 2014.04.16 13:03:48 -04'00' (Signature of person authorized to sign)	15C. DATE SIGNED 4/16/14	16C. DATE SIGNED 04/15/2014	16B. DATE SIGNED 04/15/2014

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**

APR 17 2014

**ADM002**

The purposes of this order modification are to:

- (1) exercise the remaining Option Periods thereby extending the period of performance through September 26, 2016;
- (2) provide incremental funding in the amount of \$80,000.00 thereby increasing the obligated amount from \$140,000.00 to \$220,000.00;
- (3) incorporate clause 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989) inadvertently left out of the task order;
- (4) incorporate clause 52.217-19 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) inadvertently left out of the task order; and
- (5) nominate Linh Tran as the Alternate Contracting Officer Representative (COR).

Accordingly, the following highlighted changes are hereby made:

- 1) Section **A.2 TASK /DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)** is deleted in its entirety and the following is substituted in-lieu thereof:

“The order shall commence on September 27, 2013, and will expire on September 26, 2016.”

- 2) Section **A.3 CONSIDERATION AND OBLIGATION— TASK ORDERS (AUG 2011)** is hereby incorporated to read as follows:

“(a) The ceiling of this order for services is **\$452,914.23**.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is **\$220,000.00**. The obligated amount does not fund optional Task 7. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.”

- 3) Section **A.5 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)** is hereby incorporated to read as follows:

The Government may require the delivery of optional Task 7 entitled “2<sup>nd</sup> Round of RAI, Meeting with Applicant, review 2<sup>nd</sup> Round of RAI Responses (Optional)”. The Contracting Officer may exercise the option by written notice to the Contractor within the task order

period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

- 4) Section **A.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**, is hereby incorporated to read as follows:

“(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 three (3) years.”

- 5) Section **A.18 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE (COR) AUTHORITY (NOVEMBER 2006)**, paragraph (a) is deleted in its entirety and the following is substituted in-lieu thereof:

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

**Name:** Steven Lynch  
**Address:** U.S. Nuclear Regulatory Commission  
Office of Nuclear Reactor Regulation  
Mail Stop: O12D20  
Washington DC 20555

**Telephone Number:** 301 415-1524  
**Email:** Steven.Lynch@nrc.gov ”

**ALTERNATE CONTRACTING OFFICER REPRESENTATIVE**

**Name:** Linh Tran  
**Address:** U.S. Nuclear Regulatory Commission  
Office of Nuclear Reactor Regulation  
Mail Stop: O12D20  
Washington DC 20555

**Telephone Number:** 301 415-4103  
**Email:** Linh.Tran@nrc.gov ”

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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 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 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 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 obligations for this task order from award date through the date of this action is provided below:

FY 2013 Obligated Amount at Award .....	\$ 140,000.00
FY 2014 Obligated Amount Via M0002 .....	<u>\$ 80,000.00</u>
Cumulative Total NRC Obligations.....	<b>\$ 220,000.00</b>

Optional Task 7 entitled "2<sup>nd</sup> Round of RAI, Meeting with Applicant, Review 2<sup>nd</sup> Round of RAI Response," remains unexercised. All other terms and conditions under this contract remain unchanged and fully enforceable.

END OF TEXT