

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE Rec'd 5/8/01	PAGE 1 OF PAGES 4
2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. AED-97-267 Dated: 5/8/01	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. ATTN: T-7-I-2 Contract Management Branch 2 Washington DC 20555	7. ADMINISTERED BY (If other than Item 6)	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GSE Systems, Inc. ATTN: Brian Barnes PH# (301) 772-3500 9189 Red Branch Road Columbia MD 21045	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-26-97-267 SBA#
	X	10B. DATED (SEE ITEM 13) 07-21-1997
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 of 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)
B&R# 18415-107161 Job Code: R8473 BOC: 252A
APPN# 31X0200 Amount Obligated: \$15,000.00

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

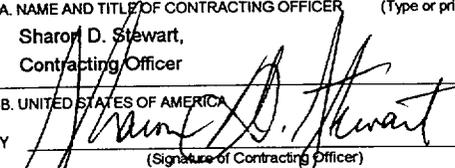
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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) See Block "14" Below

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.)

D. OTHER (Specify type of modification and authority)
Unilateral Modification
FAR Clause 52-217-9, Option to Extend the Term of the Contract
FAR Clause 52-212-4, Contract Terms and Conditions-Commercial Items
Contract Clause B.9, Consideration and Obligation-Firm Fixed Price
GSE's Letter dated April 11, 2001
GSE's e-mail dated June 5, 2001

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon D. Stewart, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 6/19/01

The purpose of this modification is to:

1. Exercise Option Year Four to extend the term of the contract for one (1) additional year through July 20, 2002, in accordance with Federal Acquisition Regulation Clause 52.217-9 - Option to Extend the Term of the Contract, and Contract Clause B.11 - Duration of Contract Period. Therefore, the firm fixed price for this contract is increased by \$15,000.00 from \$156,137.03 to \$171,137.03.
2. Provide for a within change scope change to replace the SimSuite Power Software Package capable of running under the DEC OSF operating system with the Simsuite Power Software Package capable of running under the Windows NT operating system in accordance with Federal Acquisition Clause 52.212-4, Contract Terms and Conditions -- Commercial Items, and GSE Power Systems' letter dated April 11, 2001, which is hereby incorporated by reference. To support the use of the SimSuite Power software under the Windows NT environment, GSE will provide the following hardware and software under the existing software maintenance agreement at no additional cost to the Government:

HARDWARE:

- A Dell Dimension 4100 computer
- 933 MHz Pentium III processor
- 128 MB of memory
- a 20 GB hard drive
- 17-inch color monitor;
- 48X CD-Rom

SOFTWARE:

- Microsoft Windows 2000 Professional
- Microsoft Office 2000 Professional
- Microsoft Visual C 6.0 Professional
- Compaq Visual Fortran 6.0
- Data Views 9.9 Runtime License
- GSE SimSuite Power version 3.3 for Windows

Accordingly, the contract is hereby modified as follows:

- (1) Subsection B.9, Consideration and Obligation - Firm Fixed Price is deleted in its entirety and the following is substituted in lieu thereof:

"B.9 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUN 1988)

The firm fixed price of this contract is \$171,137.03."

- (2) Subsection B.11, Duration of Contract Period is deleted in its entirety and the following is substituted in lieu thereof:

"B.11 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 3 (MAR 1987)

Although the Government contemplates use of the system(s) (hardware and software) for the system's life from date of installation, the period of performance for this contract shall commence on July 21, 1998, and will expire on July 20, 2002. There are no option periods remaining under this contract."

- (3) Subsection B.3, Scope of Work, is deleted in its entirety and the following is substituted in lieu thereof:

"The Contractor shall:

Provide GSE's SimSuite Power software package, which includes the Graphic Editor GEMDRAW, the BOP thermohydraulics model development tool TOPMERET, the electrical distribution and generation tool ELEGANT, the control and logic tool CLASC, and the Simulation Support System US³.

Provide the development license for the SimSuite Power software package, including associated documentation and phone support after initial training is completed.

Deliver SimSuite Power software capable of running under the Windows NT operating system.

Provide DataViews Version 9.9 for Windows NT, which is required by the SimSuite Power software.

Provide GSE's library of FORTRAN subroutines, including documentation for each subroutine.

Provide a software update service for the SimSuite Power software and the FORTRAN subroutines. This update service shall include improvements and enhancements made to the software and revisions to the associated documentation."

- (4) By e-mail dated June 5, 2001, GSE Power Systems waives the requirement for a 60-day written notice of the Government's intent to exercise the option period.

A summary of obligations for this contract, from date of award through the date of this action is provided below:

Total FY'97 Obligations -----	\$111,137.03
Total FY'98 Obligations -----	\$ 15,000.00
Total FY'99 Obligations -----	\$ 15,000.00
Total FY'00 Obligations -----	\$ 15,000.00
Total FY'01 Obligations -----	\$ 15,000.00

Cumulative Total of NRC Obligations: \$171,137.03

This modification obligates FY'01 funds in the amount of \$15,000.00

All other terms and conditions under this contract remains unchanged.