

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

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2. AMENDMENT/MODIFICATION NO. M001		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ NO. CI0-04-328		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts ATTN: Michael Turner - Mail Stop T-7-I-2 Contract Management Branch No. 3 Washington DC 20555				7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PROSIGHT INC. 1201 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0605L DR-33-04-328
		X	10B. DATED (SEE ITEM 13) 09-30-2004

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) See Block No. 14 for Accounting and Appropriation Data

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.

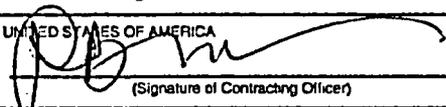
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Accounting and Appropriation data for Modification No. 1 under Delivery Order No. DR-33-04-328 is as follows:

B&R#: 51015-5F1-340 JOB CODE#: J1201-1 BOC#: 253A APPN#: 31X0200.510 FFS#: 10570625C
OBLIGATION AMOUNT: \$163,908.58 CONTRACTOR DUNS#: 124224119

SEE THE FOLLOWING PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 8A 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) Robert B. Webber, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/8/05

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

SISP Review Complete

ADM002

The purpose of this modification is to: (1) designate a new NRC Project Officer, (2) provide for an administrative change under the base year to correct the subtotal amount for optional services which are CLINS 002A-Fast Track for CPIC Budgeting, 005A-Installation and Set-up of Portfolio Management System - Release 2, and 009-On-Call Database Administrator Support, from \$164,371.44 to \$164,873.44, (3) exercise the options for CLINS 002A and 005A pursuant with Subsection C.17, FAR Clause 52.217-7, "Option for Increased Quantity - Separately Priced Line Item," thereby increasing the firm-fixed amount for fixed-price products and services by \$127,371.44 from \$371,219.36 to \$498,590.80, and (4) provide incremental funding in the amount of \$36,537.14 to increase the obligation amount for CLIN 009 from \$964.86 to \$37,502.00.

Accordingly, the following changes are hereby made:

1. Under Subsection A.1, "PROJECT OFFICER AUTHORITY," Paragraph a is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

NAME: William Carrier
 ADDRESS: U.S. Nuclear Regulatory Commission
 OCIO/BPIAD/ADMB
 Mailstop: T-6-C-30
 Washington, DC 20555

TELEPHONE: (301) 415-5778"

2. Under Subsection B.1, "SCHEDULE OF SUPPLIES SERVICES AND PRICES/COSTS," the base period is deleted in its entirety and substituted with the following in lieu thereof:

"BASE YEAR:

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
001	Server(s) (Identify model number and manufacturer)	N/A	N/A	N/A	N/A
002	Portfolio Management Software - Includes First Year Maintenance	[REDACTED]			\$ 87,629.16
003	Licenses for Portfolio Management Software Users - 6 Concurrent Users - Includes One Year Maintenance	[REDACTED]		[REDACTED]	\$ 19,703.64

004	Training Manuals (Softcopy)	1	Each	Included in CLIN 006	Included in CLIN 006
005	Installation and Set-up of Portfolio Management System - Release 1 Including Travel and Expenses				\$248,566.56
006	User Training Course at NRC Site for 12 Users				\$ 15,320.00
007	User Training Course for Power Users at NRC Site for 12 Users	1	Each	Included in CLIN 006	Included in CLIN 006
008	User Training Course for 3 System Administrators at NRC Site	1	Each	Included in CLIN 006	Included CLIN 006

Subtotal: **\$371,219.36**

OPTIONAL SERVICES - BASE YEAR:

CLIN	DESCRIPTION	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
002A	Fast Track for CPIC Budgeting - Budget Year 2007 Annual Renewal				\$44,515.92
005A	Installation and Set-up of Portfolio Management System - Release 2 Including Travel and Expenses				\$82,855.52
009	Base Year - On-Call Database Administrator Support				\$ 37,502.00

Subtotal: **\$164,873.44**

TOTAL - BASE YEAR **\$536,092.80"**

3. Subsections C.2, "CONSIDERATION AND OBLIGATION - FIRM-FIXED PRICE," and C22, "CONSIDERATION AND OBLIGATION - DELIVERY ORDERS," are deleted in their entirety and substituted with the following in lieu thereof:

"C.21 CONSIDERATION AND OBLIGATION - FIRM-FIXED PRICE

The firm-fixed price of this contract for CLINS 001-008, 002A, and 005A is: \$498,590.80.

C.22 CONSIDERATION AND OBLIGATION - DELIVERY ORDERS

(a) The total estimated amount of this delivery order (ceiling) for the products/services ordered, delivered, and accepted under this delivery order for CLIN 009, Database Administrator Support is \$37,502.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this delivery order for CLIN 009, Database Administrator Support is \$37,502.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery 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 delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

A summary of obligations for this delivery order from award date through the date of this action is given below:

Total FY'04 Obligation Amount\$372,184.22
Total FY'05 Obligation Amount\$163,908.58

Cumulative Total of NRC Obligations: \$536,092.80

This modification obligates FY'05 funds in the amount of \$163,908.58.

All other terms and conditions under this delivery order remains unchanged.