

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAG 2
2. AMENDMENT/MODIFICATION NO. M001		3. EFFECTIVE DATE 02-01-2005	4. REQUISITION/PURCHASE REQ. NO. dtd 01/19/05 CIO-05-325	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Heriberto (Eddie) Colón, Jr. Mail Stop T-7-I-2 Washington, DC 20555		3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Attn: Heriberto (Eddie) Colón, Jr. Washington, DC 20555		3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) STORAGE TECHNOLOGY CORPORATION ATTN: LISA GAGNE TEL. #: (678) 461-7131 5390 TRIANGLE PKWY STE 300 NORCROSS GA 300922538		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0478M DR-33-05-325
		X	10B. DATED (SEE ITEM 13)
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) 510-15-5E3-338 J1230 2570 31X0200.510
DE-OBLIGATE: (\$14,951.31)

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) Bilateral; Mutual Agreement of the Parties.

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Refer to Delivery Order No. DR-33-05-325 dated 11/24/2004 for 24 hours, 7 days/week "Elite" Full Service Maintenance and Software Licensing. The purpose of this modification is to:
(1) Per your attached email confirmation and revised quote dated 02/18/2005, CANCEL maintenance on the equipment highlighted on your revised quote, effective 02/01/2005;
(2) As a result of this cancellation, DE-OBLIGATE (\$14,951.31) funds previously obligated under the subject order, thereby decreasing the obligated amount from \$81,949.27 to \$66,997.96.
Accordingly, the subject Delivery Order is modified as follows:
(1) ATTACHMENT #1, SCHEDULE is DELETED entirely and REPLACED with ATTACHMENT #1, SCHEDULE (REVISED);
(2) ADD Section A.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)
All other terms and conditions remain unchanged.
This modification de-obligates FY2005 funds in the amount of (\$14,951.31).

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) <i>Joseph N. Stewart</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber Contracting Officer	
15B. CONTRACTOR/OFFEROR Joseph N. Stewart Regional Contracts Manager Storage Technology Corp.	15C. DATE SIGNED 3/10/05	16B. UNITED STATES OF AMERICA BY <i>RBW</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3/28/05

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

SISP Review Complete

ADM002

A.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$66,997.96. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$66,997.96. 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 contract. The obligated amount shall, at no time, exceed the contract 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.