

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M012		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. See Block 14.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Attn: H. (Eddie) Colon Jr., 301-415-7135 Washington, DC 20555		3100	7. ADMINISTERED BY (if other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Attn: H. (Eddie) Colon Jr., 301-415-7135 Washington, DC 20555	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NUMBER SIX SOFTWARE, INC ATTN: SUSAN MASON VP, FINANCE/ADMIN. 1655 NORTH FORT MYER DRIVE SUITE 1100 ARLINGTON VA 222093196		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0607M DR-33-04-317
			10B. DATED (SEE ITEM 13) 04-02-2004

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 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 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 14. BELOW

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	52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
	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) Bilateral; Subsection A.2 CONSIDERATION AND OBLIGATION

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.)

Accounting and Appropriation Data:

Req # 10570718C:	510-15-5F1-340	J1201-2	252A	31x0200.510	Obligate \$ 18,227.00
Req # 10570718C:	510-15-5F1-340	J1202-5	252A	31x0200.510	Obligate \$ 150,000.00
Req # 10570719C:	510-15-5F1-340	J1203-1	252A	31x0200.510	Obligate \$ 142,000.00
Req # 10570719C:	510-15-5F1-340	J1203-2	252A	31x0200.510	Obligate \$ 31,186.00
Req # NSR-05-170:	511-15-122-182	R1114	252A	31x0200.511	Obligate \$ 40,000.00
Req # NSR-05-170:	511-15-11C-398	R1138	252A	31x0200.511	Obligate \$ 300,000.00
TOTAL AMOUNT OBLIGATED.....					\$ 681,413.00

-----SEE PAGES 2-3 FOR A DESCRIPTION OF THIS MODIFICATION-----

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) Susan E. Mason VP, Finance / Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>		15C. DATE SIGNED 4/29/05	16B. UNITED STATES OF AMERICA BY <i>(Signature)</i> (Signature of Contracting Officer)
			16C. DATE SIGNED 4/28/05

STANDARD FORM 30 (REV. 10-83)

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

The purpose of this modification is to:

- (1) Increase the level of effort of this order by [REDACTED] hrs, from [REDACTED] hours, and redistribute [REDACTED] from OPTION PERIOD TWO to OPTION PERIOD ONE to allow for support of NSIR's Secure LAN Electronic Safe (SLES) and Emergency Response Data System (ERDS) for OPTION PERIOD ONE, thereby increasing the total estimated (ceiling) amount of the order by [REDACTED] to \$2,399,563.88;
- (2) Provide incremental funding in the amount of \$ [REDACTED] thereby increasing the total obligated amount of the order from [REDACTED] to \$2,103,451.20.

As a result of the above, this modification:

- (a) ADDS a total of [REDACTED] OPTION PERIOD ONE (4/5/2005 - 4/4/2006) -- [REDACTED] to CLIN 0009, 3360 to CLIN 0010, and [REDACTED], thereby increasing the total estimated hours of OPTION PERIOD ONE from [REDACTED], and increasing the Estimated Price by [REDACTED] from [REDACTED] to \$ [REDACTED]*; (Refer to Attachment #1 for more details)
- (b) DECREASES a total of [REDACTED] hrs from OPTION PERIOD TWO (4/5/2006 - 4/4/2007) -- [REDACTED] hrs from CLIN 0014, thereby decreasing the total estimated hours of OPTION PERIOD TWO from [REDACTED], and decreasing the Estimated Price by ([REDACTED] from [REDACTED] to \$0.00*. (Refer to Attachment #1 for more details)

Accordingly, the following sections of the contract are hereby modified:

1. Under subsection A.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS paragraph 3. SCHEDULE is DELETED entirely and REPLACED with the following: (Refer to Attachment #1 for revised SCHEDULE):
2. Under subsection A.2 CONSIDERATION AND OBLIGATION paragraphs (a) and (b) are deleted entirely and the following are substituted in-lieu thereof:

"A.2. CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is [REDACTED]. 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 [REDACTED]. 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."

**Reference is made to your email concurrence with the above changes dated 4/18/2005.*

A summary of obligations under this task order, from date of the award through this modification, is provided below:

Total FY 04 obligations	\$ 709,992.10
Total FY 05 obligations	\$1,393,459.10
Cumulative Total of NRC Obligations	\$2,103,451.20

This modification obligates FY2005 funds in the amount of **\$681,413.00**.

All other terms and conditions remain unchanged.