

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGE 4

2. AMENDMENT/MODIFICATION NO.

M009

3. EFFECTIVE DATE

See Block 15C

4. REQUISITION/PURCHASE REQ. NO.

DR-02-05-006

FFS: 5507R068

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn:  
Mail Stop T-7-I-2  
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

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)

OAO CORPORATION

7375 EXECUTIVE PLACE

SEABROOK MD 207062278

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS35F4524G DR-02-06-005

10B. DATED (SEE ITEM 13)  
12-22-2005

CODE

FACILITY CODE

X

**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)

B&R: 7551534C163 JC: F1029 BOC: 252A APP: 31X0200  
\$90,753.48

**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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 52.243-3, Changes - Time-and-Materials or Labor-Hours

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

See the attached continuation page.

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)

Joyce L. Lambert CONTRACTS

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Valerie M. Whipple  
Contracting Officer

15B. CONTRACTOR/OFFEROR

*Joyce L Lambert*  
(Signature of person authorized to sign)

15C. DATE SIGNED

8/29/07

16B. UNITED STATES OF AMERICA

BY *Valerie M Whipple*  
(Signature of Contracting Officer)

16C. DATE SIGNED

8/27/07

NSN 7540-01-152-8070  
TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 19 2007

STANDARD FORM 10-83  
Prescribed by GSA FPMR (41 CFR) 101-11.6  
ADM002

The purpose of this modification is to (1) add additional development environment testing hardware and associated labor to provide for a separate testing server under Task 1; (2) to increase the ceiling amounts of Task Order 1 and the Delivery Order by an amount of \$90,753.48, and (3) to provide incremental funding in the amount of \$90,753.48. As a result of these changes, the total ceiling of Task Order 1 is increased from \$3,508,908 to \$3,599,661.48; the total delivery order amount is increased from \$6,485,671.92 to \$6,576,425.40; and the total amount of funds obligated are increased from \$5,586,564.00 to \$5,677,317.48, of which \$3,596,685.48 are obligated for Task 1.

Accordingly, the following changes are hereby made:

- Attachment 1 of the delivery order, Schedule of Prices, is revised to delete the table on page 1 entitled "TASK 1 – Establish Initial NSTS" for the Base Period and replace it with the following (changes bolded and italicized):

**BASE PERIOD 12/22/05 - 12/31/07**

<b>TASK 1 - Establish Initial NSTS</b>						
<b>Period of Performance:</b>	<b>12/22/05-12/31/07</b>					
<b>TASK 1 @ 26,346 Hrs</b>	<b>Total Hrs</b>	<b>Yr 1 Hrs</b>	<b>Yr 1 Rate</b>	<b>Yr 2 Hrs</b>	<b>Yr 2 Rate</b>	<b>Ext Total</b>
Project Manager						\$359,932
Principal Systems Architect						\$360,122
Principal Information Engineer						\$129,761
Senior Security Specialist						\$26,286
Senior Functional Analyst						\$134,232
Principal Information Engineer						\$197,047
Principal Information Engineer						\$414,001
Senior Functional Analyst						\$260,745
Senior Information Engineer						\$306,662
Senior Functional Analyst						\$194,424
Documentation Coordinator						\$41,801
Senior Functional Analyst						\$28,221
Senior Information Engineer						\$138,396
Information Services Consultant						\$44,227
Senior Functional Analyst						\$189,874
Systems Analyst 5						\$45,694
<b>Technical Expert - Level 1</b>						\$3,525
Technical Expert - Level 3						\$32,280
Support Specialist 6						\$82,208
<b>TOTAL</b>						<b>2,989,438</b>
Travel						\$67,750
H/W S/W ODC's						\$142,472
<b>Ceiling Increase from Mod 8.</b>						<b>\$400,000</b>
<b>Total Price</b>						<b>\$3,599,661</b>

2. The attached Schedule I-A Equipment for Testing Server under Task 1, is hereby added to the contract as Attachment 6.

3. Section B, CONSIDERATION AND OBLIGATION, Paragraphs (1) and (4) are hereby deleted in their entirety and replaced with the following [specific changes are identified in italics]:

- (1) The total estimated amount of this order (ceiling) is ***\$6,576,425.40***, which is comprised of Tasks 1, 3.1, 4.1.1 and 5.1, as follows:

**Base Period**

Task 1	<b><i>\$3,599,661.48</i></b>
Task 3.1	<b><i>\$2,080,631.77</i></b>
Task 4.1.1	<b><i>\$ 308,673.92</i></b>
Task 5.1	<b><i>\$ 587,458.23</i></b>
	<b><i>\$6,576,425.40</i></b>

- (4) The amount presently obligated with respect to this order is ***\$5,677,317.48***. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

4. The following clause is hereby added to the contract:

2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

(h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

**Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.**