

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

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2. AMENDMENT/MODIFICATION NO.
M003

3. EFFECTIVE DATE
See Block 15c

4. REQUISITION/PURCHASE REQ. NO.
RFPA NO. OIS-04-319
FFS NO. 10870664C

5. PROJECT NO.(If applicable)

6. ISSUED BY CODE 3100
U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Michael Turner
Mail Stop T-7-I-2
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6) CODE 3100
U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Michael Turner
Mail Stop T-7-I-2
Washington, MD 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

INTERNATIONAL BUSINESS MACHINES CORPORATION
IBM

800 N FREDERICK AVENUE
GAITHERSBURG MD 208793326

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-33-04-319 T007

10B. DATED (SEE ITEM 13)
06-29-2007

CODE 111410184

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)

N/A

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:

Federal Acquisition Regulation Clause 52.212-4(c), Changes

D. OTHER: (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ² copies to the issuing office.

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

See the following pages for modification details.

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)

Elizabeth A. Rabenda
Quality Assurance Representative

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

Michael A. Turner
Contracting Officer

15B. CONTRACTOR/OFFEROR

E A Rabenda
(Signature of person authorized to sign)

15C. DATE SIGNED

6/25/2008

16B. UNITED STATES OF AMERICA

BY *Michael A. Turner*
(Signature of Contracting Officer)

16C. DATE SIGNED

6/24/08

The purpose of this modification is to:

1. The purpose of this modification is to revise the name and address of the contractor as reflected in the attached Novation Agreement, which was accepted by the U.S. Department of the Air Force (Hill Air Force Base) on June 17, 2008;
2. revise Subsection C.9 **REQUIREMENTS**, Paragraph f, to reflect the date in which task orders issued during the effective period may be extended beyond the basic contract's expiration date and;
3. revise Subsection B.1, **SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS**, to increase the level of effort for Operational Support for the Agency-Wide Documents Access and Management System (ADAMS - FileNet Professional Services) by 2,000 staff hours from 9,821 staff hours to 11,921 staff hours, thereby increasing the total estimated of the contract by \$340,000.00 from \$1,823,580.00 to \$2,163,580.00.

Accordingly, the following changes are hereby made:

- (1) The address in Block No. 17 of Standard Form 1449, is deleted in its entirety and replaced with the following in lieu thereof :

"International Business Machines Corporation
IBM
800 N. Frederick Avenue
Gaithersburg, MD 29879—3326"

- (2) Subsection C. 9, **REQUIREMENTS** is deleted in its entirety and replaced with the following in lieu thereof :

"a. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

d. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

e. If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

f. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **six months from the expiration date of this contract**.

- (3) Under Subsection B.1, **SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COST**, Paragraph 4 is deleted in its entirety and replaced with the following in lieu thereof:

"The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$2,163,580.00**."

All other terms and conditions under this contract remain unchanged.