

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF

2. AMENDMENT/MODIFICATION NO.

M003

3. EFFECTIVE DATE

SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ. NO.

FSM-11-057

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: H. (Eddie) Colón, Jr., 301-492-3620
Mail Stop: TWB-01-B10M
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

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

LOCKHEED MARTIN SERVICES, INC.

700 N FREDERICK AVE

GAITHERSBURG MD 208793328

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-41-10-017

10B. DATED (SEE ITEM 13)

05-11-2010

CODE 805258373

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) NOT APPLICABLE

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: FAR 52.212-4 (c) Changes...Agreement of the Parties

X

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ¹ _____ copies to the issuing office.

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

The purpose of this modification is to: 1. Breakdown Firm Fixed Price (FFP) CLIN 0004 - HOSTING AND OPERATIONAL, CLIN 0006 - USER / HELP DESK SUPPORT, and OPTIONAL CLIN 0011 - DATA ENTRY into two (2) six-month option periods for OPTION YEAR 1 only; 2. Exercise OPTION YEAR 1; 3. Exercise first six-month option under CLINs 0004, 0006, and 0011; 4. Exercise OPTIONAL CLIN 0007 - WBL X.1 (TAPIS); 5. ADD FAR Clause 52.217-7; and 6. Revise language under FAR Clause 52.217-9.

Refer to the additional pages to this modification for details

Total contract ceiling: \$13,481,263.42 (Changed)

Period of Performance: May 11, 2010 - May 10, 2012 (Changed)

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)

P. A. GAGLIEMO-PROR
CONTRACTS MANAGER

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

Heriberto Colón, Jr.
Contracting Officer

15B. CONTRACTOR/OFFEROR

P. A. Gagliemo-Pror
(Signature of person authorized to sign)

15C. DATE SIGNED

3/9/11

16B. UNITED STATES OF AMERICA

BY *H. Colón Jr.*
(Signature of Contracting Officer)

16C. DATE SIGNED

3/10/11

NSN 7540-01-152-8076
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 23 2011

ADM002

The purpose of this modification is to:

- Breakdown Firm Fixed Price (FFP) CLIN 0004 - HOSTING AND OPERATIONAL CLIN 0006 - USER / HELP DESK SUPPORT, and OPTIONAL CLIN 0011 - DATA ENTRY into two (2) six-month option periods for OPTION PERIOD 1 only
- Exercise OPTION PERIOD 1
- Exercise 1st six-month option under CLINs 0004, 0006, and 0011 for OPTION PERIOD 1
- Exercise OPTIONAL CLIN 0007 - WBL X.1 (TAPIS) for OPTION PERIOD
- ADD FAR Clause 52.217-7
- Revise language under FAR Clause 52.217-9

Accordingly the contract is modified as follows:

1. The **FIRM FIXED PRICE** for CLINS 0004, 0006, and 0011 of the PRICE SCHEDULE under ATTACHMENT F of the contract for **OPTION PERIOD 1** is revised to breakdown into two (2) six month options each as follows: *(Refer to your email dated 2/16/2011 agreeing to this change).*

DELIVERABLE TITLE	OPTION PERIOD 1 (FY 11)	TOTAL PER ITEM PERIOD 1
TASK 4 – HOSTING AND OPERATIONAL	May 11, 2011 – November 10, 2011 (1 st six-month Option - FFP)	\$1,288,200.00
	November 11, 2011 – May 10, 2012 (2 nd six-month Option - FFP)	<u>\$1,296,494.77</u>
Subtotal.....		\$2,584,694.77
TASK 6 – USER/HELP DESK SUPPORT	May 11, 2011 – November 10, 2011 (1 st six-month Option - FFP)	\$ 426,900.00
	November 11, 2011 – May 10, 2012 (2 nd six-month Option - FFP)	<u>\$ 608,611.45</u>
Subtotal.....		\$1,035,511.45
TASK 11 – DATA ENTRY	May 11, 2011 – November 10, 2011 (1 st six-month Option - FFP)	\$ 302,700.00
	November 11, 2011 – May 10, 2012 (2 nd six-month Option - FFP)	<u>\$ 339,150.69</u>
Subtotal.....		\$ 641,850.69
...
		\$9,556,162.70...

2. The first sentence under paragraph (a) of Section **B.5 CONSIDERATION AND OBLIGATION—TASK ORDERS (AUG 1989)** is revised to read as follows:

“B.5 CONSIDERATION AND OBLIGATION—TASK ORDERS (AUG 1989)

(a) The total estimated amount (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$13,481,263.42...**”

3. Section **C.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)** is DELETED entirely and replaced by the following:

"C.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on May 11, 2010 and will expire May 10, 2012. The term of this contract may be extended at the option of the Government for an additional **eight** one-year period."

4. Under Section C of the contract, ADD the following FAR Clause:

"52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

5. Under Section C of the contract, ADD the following FAR Clause:

"C.33 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at least 30 days before the contract expires. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree."

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

This modification does not obligate any funds.