

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.
M006

3. EFFECTIVE DATE
Refer to Block 16C.

4. REQUISITION/PURCHASE REQ. NO.
FSM-11-078, FSM-11-146
FSM-11-131

5. PROJECT NO. (if applicable)

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

CODE 3100

7. ADMINISTERED BY (if other than item 6)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

CODE 3100

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

LOCKHEED MARTIN SERVICES, INC.

700 N FREDERICK AVE

GAITHERSBURG MD 208793328

CO

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-41-10-017 NRC-T001

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)

2011-55-34-4-156 F1138 252A 31X0200	OBLIGATED: \$5,107,000.00 (FAIMIS: 112248)
2011-55-34-2-156 F1210 252A 31X0200	OBLIGATED: \$8,247,45 (FAIMIS: 113876)
2011-55-34-2-156 F1209 252A 31X0200	OBLIGATED: \$1,635,645.46 (FAIMIS: 113794)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(d).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes... agreement of the parties.

D. OTHER (Specify type of modification and authority) NAICS: 541519

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)

The purpose of this modification is to:

- Increase the ceiling and obligated amounts under CLIN 6a (T&M) - USER/HELP DESK SUPPORT (BASE YEAR - May 11, 2010 - May 10, 2011) by \$190,247.45, from \$112,308.69 to \$302,556.14, per LMIT's Request for Equitable Adjustment;
 - Exercise 2nd six-month (November 11, 2011 - May 10, 2012) FIRM FIXED PRICE options for TASK 4 - HOSTING AND OPERATIONAL SUPPORT (\$1,296,494.77), and TASK 11 - DATA ENTRY SUPPORT (\$339,150.69), and fully fund TASKS 4 and 11 under OPTION PERIOD 1 (FY 11), thereby increasing the ceiling and obligated amounts by an additional \$1,635,645.46.
- Refer to continuation pages for details
 CEILING: \$13,702,882.12 (Changed)
 OBLIGATIONS: \$12,329,574.71 (Changed)
 PERIOD OF PERFORMANCE: May 11, 2010 - May 10, 2012 (Unchanged)

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)

Jeffery W. Funk, Contract Mgr.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Heriberto Colón, Jr.
Contracting Officer

15B. CONTRACTING OFFICER

(Signature of person authorized to sign)

15C. DATE SIGNED

9/19/11

15B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

15C. DATE SIGNED

9/22/2011

The purpose of this modification is to:

1. Increase the ceiling and obligated amounts under CLIN/Item 6a (T&M) – USER/HELP DESK SUPPORT of the BASE YEAR (May 11, 2010 - May 10, 2011) by \$190,247.45, from \$112,308.69 to \$302,556.14, per LMIT's Request for Equitable Adjustment dated 1/27/2011, as revised.
2. Exercise and fully fund 2nd six-month options (November 11, 2011 – May 10, 2012) under CLIN/Items 4 – HOSTING AND OPERATIONAL (\$1,296,494.77), and CLIN/Item 11 – DATA ENTRY (\$339,150.69) support of OPTION PERIOD 1, thereby increasing the ceiling and obligated amounts by an additional \$1,635,645.46.
3. Correct a typographical error in the obligated amount reflected under item 5 of OPTION PERIOD 1's PRICE SCHEDULE of the previous modification (M005), from \$1,247,191.11 to "\$1,247,291.11."

As a result of the above:

- The ceiling amount of this task order increases by \$1,825,892.91 (\$190,247.45 (BASE YEAR) + \$1,635,645.46 (OPTION PERIOD 1)), from \$11,876,989.21 to "\$13,702,882.12."
- The obligated amount of this task order increases by \$1,825,892.91, from \$10,503,581.80 to "\$12,329,474.71."

Accordingly, TASK ORDER 001 is modified as follows:

1. Section A.2 PRICE SCHEDULE AND STATEMENT OF WORK is revised to ADD the following:

***A.2 PRICE SCHEDULE AND STATEMENT OF WORK**

BASE YEAR (May 11, 2010 – May 10, 2011)

Item No.	Description	Contract Type*	Ceiling Price*	Obligated Amount
1	Establish Infrastructure	T&M	\$1,619,608.74	\$1,619,608.74
2	Develop LVS	T&M	\$1,770,308.64	\$1,770,308.64
3	Develop WBL	T&M	\$1,250,321.23	\$1,250,321.23
4	Hosting and Operational	FFP	\$1,870,643.41	\$1,870,643.41
5	Maintenance	T&M	\$180,247.11	\$180,247.11
6	User/Help Desk	FFP	\$129,100.98	\$129,100.98
6a	User/Help Desk (\$112,308.69 + \$190,247.45 (REA))	T&M	\$302,556.14	\$302,556.14
TOTAL			\$7,122,786.25	\$7,122,786.25

*T&M = Time and Materials, FFP = Firm Fixed Price

OPTION PERIOD 1 (May 11, 2011 – May 10, 2012)

This task order exercises and funds items 1-5, 7, and 11 below. Items 6/6a (Refer to Task Orders 2 and/or 3) and optional items 8-10 are not exercised. The statement of work for these task orders may be found in the base contract. The full details of the price schedule for these orders can also be found in Attachment F of the base contract. This is a hybrid order containing Firm Fixed Price and Time and Materials type tasks as shown below:

OPTION PERIOD 1 (May 11, 2011 – May 10, 2012)

Item No.	Description	Contract Type	Ceiling Price*	Obligated Amount
1	Establish Infrastructure	T&M	\$82,951.89	\$82,951.89
2	Develop LVS	T&M	\$654,774.01	\$0
3	Develop WBL	T&M	\$165,560.05	\$0
4	Hosting and Operational (1 st six months) May 11, 2011 – November 10, 2011	FFP	\$1,288,200.00	\$1,288,200.00
	Hosting and Operational (2 nd six months) November 11, 2011 – May 10, 2012	FFP	\$1,296,494.77	\$1,296,494.77
5	Maintenance	T&M	\$1,558,740.64	\$1,247,291.11
7	Item #7 WBL V.1x (TAPIS)	T&M	\$891,523.82	\$650,000.00
11	Optional Item #11 Data Entry (1 st six months) May 11, 2011 – November 10, 2011	FFP	\$302,700.00	\$302,700.00
	Optional Item #11 Data Entry (2 nd six months) November 11, 2011 – May 10, 2012	FFP	\$339,150.69	\$339,150.69
TOTAL			\$6,580,095.87	\$5,206,688.46

CUMULATIVE TOTAL CEILING..... \$13,702,882.12
CUMULATIVE TOTAL OBLIGATIONS..... \$12,329,574.71

...*See "Total Cost" and "Ceiling Price" sections of clause 52.212-4 Alternate I for Contractor responsibilities with respect to total cost. That section of that clause applies to each T&M item number in this task order, as well as the Ceiling Price for each of the ISMP systems..."

2. Section A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988) is revised as follows:

A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated ceiling of this task order for the products/services ordered, delivered, and accepted under this contract is **\$13,702,882.12**.

(b) The amount presently obligated with respect to this contract is **\$12,329,574.71** of which **\$5,226,289.85** cover the firm fixed price items. The remaining **\$7,103,184.46** funds are for the time and materials items. 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.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME