

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGE 4
2. AMENDMENT/MODIFICATION NO. M007	3. EFFECTIVE DATE 05-11-2012	4. REQUISITION/PURCHASE REQ. NO. FSM-12-054, -071, & -075		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			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-41-10-017 NRC-T001	
			X	10B. DATED (SEE ITEM 13) 05-11-2010	
CODE	FACILITY CODE				

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) 2012-55-34-2-156 F1209 252A 31X0200 OBLIGATE: \$3,475,367.08 (FAINIS #: 121733)
 2012-55-34-2-156 F1210 252A 31X0200 OBLIGATE: \$ 186,937.79 (FAINIS #: 121693)

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

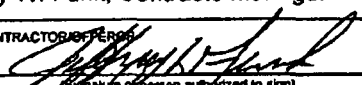
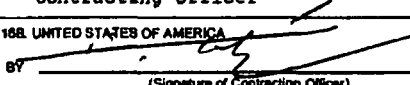
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET 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...mutual agreement of the parties.
X	D. OTHER (Specify type of modification and authority) NAICS: 541519 DUNS: 805258373

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 e-Copy 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. Increase the ceiling for Item 5 - MAINTENANCE for the BASE PERIOD (May 11, 2010 - May 10, 2011) by \$186,937.79, from \$180,247.11 to \$367,184.90, to allow for LMIT's Request for Equitable Adjustment (REA);
 2. Increase the ceiling for Item 1 - ESTABLISH INFRASTRUCTURE for OPTION PERIOD 1 (May 11, 2011 - May 10, 2012) by \$31,000.00, from \$82,951.89 to \$113,941.89, to allow for testing phase & support ahead of schedule;
 2. Exercise Items 1, 2, 3, 4, 5, 7 and 11 for OPTION PERIOD 2 (May 11, 2012 - May 10, 2013), including ceiling increase to Items 1, 2, 3, and 5. REFER TO CONTINUATION PAGES AND ATTACHMENTS 1-2 FOR MORE DETAILS.

CEILING: \$19,773,417.34 (Changed)
 OBLIGATIONS: \$15,991,879.58 (Changed)
 PERIOD OF PERFORMANCE: May 11, 2010 - May 10, 2013 (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) Jeffery W. Funk, Contracts Manager	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heriberto Colón, Jr. Contracting Officer
15B. CONTRACTOR OFFERER  (Signature of person authorized to sign)	15C. DATE SIGNED 5/22/2012
15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 05-11-2012

The purpose of this modification is to:

1. Increase the ceiling and obligated amounts under CLIN/Item 5 – MAINTENANCE of the BASE PERIOD (May 11, 2010 - May 10, 2011) by \$186,937.79, from \$180,247.11 to \$367,184.90, per LMIT's email Request for Equitable Adjustment dated 7/29/2011.
2. Re-align excess funding previously obligated under CLIN/Item 5 – MAINTENANCE of OPTION PERIOD 1 (May 11, 2011 - May 10, 2012) in the amount of (\$106,000.00), from \$1,247,191.11 to \$1,141,191.11, to provide funds in the amount of \$106,000.00* for Items 1 and 3 below.
 - Increase the ceiling and obligated amounts under CLIN/Item 1 – MAINTENANCE of OPTION PERIOD 1 (May 11, 2011 - May 10, 2012) by \$31,000.00*, from \$82,951.89 to \$113,951.89, to allow for testing phase & support effort ahead of schedule with the probability of a later savings;
 - Increase the obligated amount under CLIN Item 3 – DEVELOP WBL of OPTION PERIOD 1 (May 11, 2011 - May 10, 2012) by \$75,000.00*, from \$0.00 to \$75,000.00, to accommodate requirement clarifications and allow for more extensive testing during the IV&V code inspection and testing cycles to enable higher code quality and assist in accelerating the project schedule.

**Note: This is a realignment of funds previously obligated under CLIN/Item 5, and no additional funds are being obligated.*

3. Exercise CLIN/Items 1, 2, 3, 4, 5, 7, and 11, including ceiling increases to CLIN/Items 1, 2, 3, and 5 for OPTION PERIOD 2 (May 11, 2012 - May 10, 2013) as a result of changes to the SOW
4. Obligate funds in the amount of \$3,475,367.08 for OPTION PERIOD 2 (May 11, 2012 – May 10, 2013) to fully fund CLINs/Items CLIN/Item 4 – HOSTING AND OPERATIONAL (\$2,821,466.24) and CLIN/Item 11 – DATA ENTRY (\$653,900.84).

(Refer to ATTACHMENTS 1-2 to this modification for more details regarding the dollar figures and changes to the SOW of this modification)

As a result of the above:

- The ceiling amount of this task order increases by \$6,070,535.22 (\$186,937.79 (BASE YEAR) + \$31,000.00 (OPTION PERIOD 1), and \$5,852,597.43 (OPTION PERIOD 2)), from \$13,702,882.12 to "\$19,773,417.34." (Refer to ATTACHMENT 2 to this modification for details)
- The obligated amount of this task order increases by \$3,662,305.07 (BASE PERIOD - \$186,937.79 (REA), and OPTION PERIOD 2 - \$3,475,367.08), from \$12,329,474.71 to "\$15,991,779.58."

Accordingly, TASK ORDER 001 is modified as follows:

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

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

...

BASE PERIOD (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 (\$180,247.11 + \$186,937.79 (REA))	T&M	\$367,184.90 +186,937.79	\$367,184.90 +186,937.79
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			\$7,309,724.04	\$7,309,724.04

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

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

Item No.	Description	Contract Type	Ceiling Price*	Obligated Amount
1	Establish Infrastructure	T&M	\$113,951.89 +31,000.00	\$113,951.89 +31,000.00
2	Develop LVS	T&M	\$654,774.01	\$0
3	Develop WBL	T&M	\$165,560.05	\$75,000.00 +875,000.00
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	\$1,141,191.11 -\$106,000.00
7	Item #7 WBL V.1x (TAPIS)	T&M	\$891,523.82	\$650,000.00
11	Item #11 Data Entry (1 st six months) May 11, 2011 – November 10, 2011	FFP	\$302,700.00	\$302,700.00
	Item #11 Data Entry (2 nd six months) November 11, 2011 – May 10, 2012	FFP	\$339,150.69	\$339,150.69
TOTAL			\$6,611,095.87	\$5,206,788.46

CUMULATIVE TOTAL CEILING..... \$13,920,819.91

CUMULATIVE TOTAL OBLIGATIONS.....\$12,516,512.50

OPTION PERIOD 2 (May 11, 2012 – May 10, 2013)

This modification exercises and provides funds as noted for items 1-5, 7, and 11 below. For Item 6 – HELP DESK / USER SUPPORT refer to Task Order 3. Optional items 8-10 are not exercised. The statement of work for this task order may be found in the base contract, as modified under this modification ((Refer to ATTACHMENT 2 to this modification for details). The full details of the price schedule for these orders can also be found in Attachment F of the base contract, as modified below. This is a hybrid order containing FFP and T&M type tasks as shown below.

OPTION PERIOD 2 (May 11, 2012 – May 10, 2013)

Item No.	Description	Contract Type	Ceiling Price*	Obligated Amount
1	Establish Infrastructure	T&M	\$62,937.89 +48,702.29	\$0#
2	Develop LVS	T&M	\$63,505.24 +63,505.24	\$0#
3	Develop WBL	T&M	\$135,252.20 +135,252.20	\$0#
4	Hosting and Operational	FFP	\$2,821,466.24	\$2,821,466.24
5	Maintenance	T&M	\$1,842,961.24 +182,232.72	\$0#
7	Item #7 WBL V.1x (TAPIS)	T&M	\$272,573.78	\$0#
11	Data Entry	FFP	\$653,900.84	\$653,900.84
TOTAL			\$5,852,597.43	\$3,475,367.08#

CUMULATIVE TOTAL CEILING.....\$19,773,417.34
CUMULATIVE TOTAL OBLIGATIONS.....\$15,991,879.58

* NOTE: Sufficient unexpended FY2010 and FY2011 funds previously obligated in the BASE PERIOD and OPTION PERIOD 1 under this task order are available to fund Items 1-3, 5 and 7 for OPTION PERIOD 2. If needed, additional funds will be obligated (e.g. Item 5) via written modification to this task order.

...*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 **\$19,773,417.34**.

(b) The amount presently obligated with respect to this contract is **\$15,991,879.58** of which **\$8,701,656.93** cover the firm fixed price items. The remaining **\$7,290,222.65** 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