

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		BPA NO	1 CONTRACT ID CODE	PAGE 1	OF PAGE 3									
2 AMENDMENT/MODIFICATION NO <b>M012</b>		3 EFFECTIVE DATE <b>05-11-2013</b>		4 REQUESTION/PURCHASE REQ NO FSM-13-084, -115, & -116, and NMS-13-052										
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 <b>NRC-41-10-017 NRC-T001</b>  10B DATED (SEE ITEM 11) X 05-11-2010											
CODE			FACILITY CODE											
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>														
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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. <b>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.</b> 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) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>2013-55-34-2-156 F1209 252A 31X0100</td> <td>OBLIGATE: \$ 92,984.65</td> <td>FAIMIS #: 132070</td> </tr> <tr> <td>2013-55-34-2-156 F1210 252A 31X0100</td> <td>OBLIGATE: \$ 1,157,015.35</td> <td>FAIMIS #: 132076</td> </tr> <tr> <td>13-50-33-4-193 05689 252A 31X0100</td> <td>OBLIGATE: \$ 50,000.00</td> <td>FAIMIS #: 132027</td> </tr> </table>						2013-55-34-2-156 F1209 252A 31X0100	OBLIGATE: \$ 92,984.65	FAIMIS #: 132070	2013-55-34-2-156 F1210 252A 31X0100	OBLIGATE: \$ 1,157,015.35	FAIMIS #: 132076	13-50-33-4-193 05689 252A 31X0100	OBLIGATE: \$ 50,000.00	FAIMIS #: 132027
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<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>														
(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 data, 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														
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> 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 and fund Item 2 - DEVELOP LVS for OPTION PERIOD 3 (May 11, 2013 - May 10, 2014) by \$38,782.00 to allow LMIT to complete work previously scheduled for OPTION PERIOD 2 and account for escalation of labor rates;														
2. Decrease the ceiling of Item 5 - MAINTENANCE for OPTION PERIOD 3 by (\$38,782.00) and (\$160,000.00) to allow for work under Item 2 and correct the ceiling for Item 1 - ESTABLISH INFRASTRUCTURE based on previous adjustment in M009.														
3. Exercise Items 1, 2, 4, 5, 6, 7, 8 and 11 for OPTION PERIOD 3 (May 11, 2013 - May 10, 2014), including ceiling change above, and provide full funding for Firm Fixed Price Item 4 - HOSTING AND OPERATIONAL and Item 11 - DATA ENTRY, and Item - DEVELOP LVS, and incrementally fund Item 5 MAINTENANCE and Item 6 - HELP DESK SUPPORT.														
<b>REFER TO CONTINUATION PAGES AND ATTACHED SPREADSHEET FOR MORE DETAILS.</b>														
CEILING: <b>\$28,255,894.03</b> (Changed)														
OBLIGATIONS: <b>\$23,576,115.04</b> (Changed)														
PERIOD OF PERFORMANCE: <b>May 11, 2010 - May 10, 2014</b> (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) <i>Sheila Duplain</i> Contract Negotiator Staff			18A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heriberto Colón, Jr. Contracting Officer											
15B CONTRACTOR/OFFEROR <i>Sheila Duplain</i> (Signature of person authorized to sign)			18B UNITED STATES OF AMERICA By <i>[Signature]</i> (Signature of Contracting Officer)											
15C DATE SIGNED 05-10-2013			18C DATE SIGNED 05-10-2013											

The purpose of this modification is to:

1. Exercise CLIN/Items 1, 2, 4, 5, 7, 8, and 11, including ceiling increase to CLIN/Item 2 for **OPTION PERIOD 3** (May 11, 2013 - May 10, 2014), including changes the ceiling reflected on Page 1 of the SF30 to this modification;
2. Modify the SOW as reflected on the Summary of Changes ATTACHMENT to this modification to include Portfolio Enrollment Module (PEM) and allow for the purchase related items, subject to COR/CO approval, as part of Item 5 – MAINTENANCE within the current ceiling of Item 5 and Item 6 – HELP DESK SUPPORT.
3. Obligate funds in the amount of \$5,227,000.00 for **OPTION PERIOD 3** (May 11, 2013 – May 10, 2014) to fully fund CLIN/Item 2 – DEVELOP LVS (\$38,782.00), Item 4 – HOSTING AND OPERATIONAL (\$3,351,851.98) and CLIN/Item 11 – DATA ENTRY (\$678,132.67), and incrementally fund Item – 5 MAINTENANCE (\$518,233.35), Item 6 – HELP DESK SUPPORT (\$600,000.00), and Item 7 – WBL X.1 (TAPIS) (\$50,000.00).

(Refer to ATTACHMENTS 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 \$8,322,476.69 (\$8,372,476.69 (OPTION PERIOD 3) - \$50,000.00 decrease (OPTION PERIOD 2)), from \$19,933,417.34 to "\$28,255,894.03." (Refer to ATTACHED spreadsheet to this modification for details)
- The obligated amount of this task order increases by \$5,227,000.00, from \$18,349,115.04 to "\$23,576,115.04." (Refer to ATTACHED spreadsheet to this modification for details)

Accordingly, TASK ORDER 001 is modified as follows:

1. Section A.2 PRICE SCHEDULE AND STATEMENT OF WORK is revised as follows:

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

...

REFER TO THE ATTACHED SPREADSHEET

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 \$28,255,894.03.

(b) The amount presently obligated with respect to this contract is \$23,576,115.04. 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