

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGE 5
2. AMENDMENT/MODIFICATION NO. K003		3. EFFECTIVE DATE 09/30/2005	4. REQUISITION/PURCHASE REQ. NO. CI0-04-328	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (if other than item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		D0	9A. AMENDMENT OF SOLICITATION NO.
PROSIGHT INC			
9600 SW BARNES RD STE 300			9B. DATED (SEE ITEM 11)
PORTLAND OR 972255666			
CODE	FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS35P0605L DR-33-04-328
			10B. DATED (SEE ITEM 13) 09-30-2004

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) See Block No. 14 for Accounting and Appropriation Data

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IF 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract FAR 52.217-7, Increased Quantity-Separately Price Line Item

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

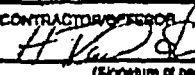
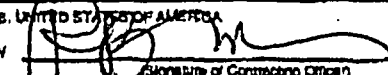
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Accounting and Appropriation Data for Modification No. 3 is as follows:

BGR#: 51015-5F1-340 JOB CODE#: J1201-1 BOC#: 253A APFN#: 31X0200.510
FFS#: 10570824C OBLIGATION AMOUNT: \$112,073.60 CONTRACTOR DUNS#: 124224119

SEE THE FOLLOWING PAGES FOR MODIFICATION DETAILS.

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) H DAVID SILVERMAN VP, FINANCE + OPERATIONS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber, Contracting Officer	
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 29 SEPT 2005	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/29/05

STANDARD FORM 30 (REV 10-83)

TEMPLATE ADM001

SISP REVIEW COMPLETE

22:40 04:22 ADM002

The purpose of this modification is to accomplish the following:

1. Exercise option year one of the contract in accordance with Federal Acquisition Regulation Clause (FAR) 52-217-9, entitled, "Option to Extend the Term of the Contract," and Subsection C.12, entitled, "Period of Performance," thereby extending the term of the contract through September 30, 2006. This modification hereby incorporates, by reference, the September 20, 2005, e-mail from David Silverman, Vice President, Prosight, Inc., in which Prosight waived its right to the 60-day preliminary written notification of the Government's intent to exercise this option.
2. Exercise the option for CLIN 011 pursuant with Subsection C.17, FAR Clause 52.217-7, "Option for Increased Quantity - Separately Priced Line Items," thereby increasing the total estimated ceiling amount for Database Administrator (DBA) support services by \$37,502.00 from \$75,004.00 to \$112,506.00.
3. Exercise the option for CLIN 014, Software Maintenance Support Services, and CLIN 018, Fast Track for CPIC Budgeting - Budget Year 2008 Annual Renewal, pursuant with Subsection C.17, FAR Clause 52.217-7, "Option for Increased Quantity - Separately Priced Line Items, thereby increasing the firm-fixed amount for the fixed-price products and services by \$60,888.72 from \$499,771.68 to \$560,660.40.
4. Increase the estimated amount of the contract (Base Year and Option Year 1) by \$98,390.72 from \$574,775.68 to \$673,166.40.
5. Obligate FY'05 funds in the amount of \$112,073.60, thereby increasing the obligation amount of the contract from \$561,092.80 to \$673,166.40.
6. Incorporate Federal Acquisition Regulation Clause 52,232-19, entitled, "Availability of Funds for the Next Fiscal Year," under the contract.

Accordingly, the following changes are hereby made:

(1) Subsection B.1, "SCHEDULE OF SUPPLIES SERVICES AND PRICES/COSTS", is revised to incorporate CLINS 011, 014, and 018:

"CLIN DESCRIPTION (Fixed-Price Supplies/Services)	QTY	UNIT	FIXED UNIT PRICE	EXTENDED PRICE
001 Server(s) (Identify model number and manufacturer)	N/A	N/A	N/A	N/A
002 Portfolio Management Software - Includes First Year Maintenance				\$ 87,629.16
002A Fast Track for CPIC Budgeting - Budget Year 2007 Annual Renewal				\$ 44,515.92

003	Licenses for Portfolio Management Software Users - 6 Concurrent Users - Includes One Year Maintenance			\$ 19,703.64
004	Training Manuals (Softcopy)			Included in CLIN 006
005	Installation and Set-up of Portfolio Management System - Release 1 Including Travel and Expenses			\$248,566.56
005A	Installation and Set-up of Portfolio Management System - Release 2 Including Travel and Expenses			\$82,855.52
006	User Training Course at NRC Site for 12 Users			\$ 15,000.80
006A	User Training CPIC Fast Track Course for 18 NRC Users			\$ 1,500.08
007	User Training Course for Power Users at NRC Site for 12 Users	Each	Included in CLIN 006	Included in CLIN 006
008	User Training Course for 3 System Administrators at NRC Site	Each	Included in CLIN 006	Included CLIN 006
014	Option Year 1 - Software Support Services			\$ 16,372.80
018	Fast Track for CPIC Budgeting - Budget Year 2007 Annual Renewal			\$ 44,515.92
Subtotal:				\$560,660.40

CLIN	DESCRIPTION (Est. Amt. for DBA Services)	QTY	UNIT	HOURLY RATE	ESTIMATED AMOUNT
009	Base Year - On-Call Database Administrator Support				\$ 37,502.00
010	Base Year - On-Call Database Administrator Support				\$ 37,502.00
011	Option Year - On-Call Database Administrator Support				\$ 37,502.00
Subtotal:					\$112,506.00
TOTAL ESTIMATED AMOUNT:					\$673,166.40"

(2) Subsections C.2, "CONSIDERATION AND OBLIGATION - FIRM-FIXED PRICE," and C.22, "CONSIDERATION AND OBLIGATION - DELIVERY ORDERS," are deleted in their entirety and substituted with the following in lieu thereof:

"C.21 CONSIDERATION AND OBLIGATION - FIRM-FIXED PRICE

The firm-fixed price of this contract for CLINS 001-008, 014, and 018 is: **\$560,660.40.**

C.22 CONSIDERATION AND OBLIGATION - DELIVERY ORDERS

(a) The total estimated amount of this delivery order (ceiling) for the products/services ordered, delivered, and accepted under this delivery order for CLINS 009 010, and 011, Database Administrator Support is \$112,506.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this delivery order for CLINS 009 and 010, Database Administrator Support is **\$112,506.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order 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 delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

(3). Subsection C.12, "Period of Performance," is deleted in its entirety and substituted with the following in lieu thereof:

"The period of performance for this contract shall commence on September 20, 2004, and will expire on September 29, 2006. The term of this contract for renewal of maintenance may be extended at the option of the Government for and additional three one-year periods."

(4). Add the following clause under Section A:

"A.5. 42.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond September 29, 2006. The Governments's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No Legal liability of the part of the Government for any payment may arise for performance under this contract beyond September 29, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

A summary of obligations for this delivery order from award date through the date of this action is given below:

Total FY'04 Obligation Amount	\$372,184.22
Total FY'05 Obligation Amount	\$300,982.18

Cumulative Total of NRC Obligations: **\$673,166.40.**

This modification obligates FY'05 funds in the amount of \$112,073.60.

All other terms and conditions under this delivery order remains unchanged.