

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE  
**NRC-41-10-017**PAGE  
1 OF 3

## 2. AMENDMENT/MODIFICATION NO.

**M005**

## 3. EFFECTIVE DATE

See Block 16C

## 4. REQUISITION/PURCHASE REQ. NO.

FSM-11-144

NMS-11-087

Task Order NRC-1001  
Modification No. 005

Page 1 of 3

## 6. ISSUED BY

CODE

3100

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

## 7. ADMINISTERED BY (If other than Item 6)

CODE

3.00

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****NRC-T001**

10B. DATED (SEE ITEM 13)

X

05-11-2010

CODE 805258373

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) 2011-55-342-156 F1210 252A 31X0200 OBLIGATED: \$ 903,243.00 (FAIMIS:114147)  
11-50-33-4-193 J5689 252A 31X0200 OBLIGATED: \$ 550,000.00 (FAIMIS:114119)  
NAICS: 541519 TOTAL OBLIGATED: \$1,453,243.00

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:

D. OTHER (Specify type of modification and authority) A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

X

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 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 provide incremental funding in the amount of \$1,453,243.00.

Refer to continuation pages for details.

CEILING: \$11,876,989.21 (Unchanged)

OBLIGATIONS: \$10,503,581.80 (Changed)

PERIOD OF PERFORMANCE: May 11, 2010 - May 10, 2012 (Unchanged)

All other terms and conditions under this contract remain 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)

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

Heriberto Colón, Jr.  
Contracting Officer

## 15B. CONTRACTOR/OFFEROR

## 15C. DATE SIGNED

## 16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

## 16C. DATE SIGNED

03-12-2011

NSN 7540-01-152-8070  
PREVIOUS EDITION NOT USABLESTANDARD FORM 10 (REV. 10-80)  
Prescribed by GSA FPMR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

The purpose of this modification is to provide incremental funding in the amount of **\$1,453,243.00** and allocate these funds as follows:

- Fully fund Item 1 – Establish Infrastructure in the amount of **\$82,951.89**
- Incrementally fund Item 5 – Maintenance in the amount of **\$820,291.11**, from \$426,000.00 to **\$1,247,191.11**.
- Incrementally fund Item 7 – WBL V.1x (TAPIS) in the amount of **\$550,000.00**, from \$100,000.00 to **\$650,000.00**.

Accordingly, TASK ORDER 001 is modified as follows:

(1) Section A.2 entitled: "PRICE SCHEDULE AND STATEMENT OF WORK" is revised to read as follows:

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

**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 and optional items 8-10 are not exercised at this time. The statement of work for these task orders is 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	<del>\$82,951.89</del>
2	Develop LVS	T&M	\$654,774.01	\$0
3	Develop WBL	T&M	\$165,560.05	\$0
4	Hosting and Operational (1 <sup>st</sup> six months) May 11, 2011 – November 10, 2011	FFP	\$1,288,200.00	\$1,288,200.00
5	Maintenance	T&M	\$1,558,740.64	<del>\$1,247,191.11</del>
7	Item #7 WBL V.1x (TAPIS)	T&M	\$891,523.82	<del>\$650,000.00</del>
11	Optional Item #11 Data Entry (1 <sup>st</sup> six months) May 11, 2011 – November 10, 2011	FFP	\$302,700.00	\$302,700.00
<b>TOTAL</b>			<b>\$4,944,450.41</b>	<b>\$3,571,043.00</b>

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) Subsection **A.3 CONSIDERATION AND OBLIGATION—DELIVERY ORDERS (JUN 1988)**, paragraph (b) is deleted in its entirety substituted with the following in lieu thereof:

"(b) The amount presently obligated with respect to this contract is \$10,503,581.80, of which \$3,590,644.39 cover the firm fixed price items. The remaining \$6,912,937.41 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 UNDER THIS CONTRACT REMAIN UNCHANGED.