

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. 00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NAR-NH-08-0033	5. PROJECT NO. (If applicable)
6. ISSUED BY National Archives and Records Administration (NAA) 8601 Adelphi Rd Rm 3340 Atten:Thomas Campbell(301) 837-1987 College Park MD 20740-6001	CODE NAR-NAA-TCAMPBEL	7. ADMINISTERED BY (If other than Item 6) SAME AS ISSUING ADDRESS	CODE NAR-SAME AS ISSU
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN CORPORATION 9221 CORPORATE BLVD ROCKVILLE MD 20850-3245		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 011367237		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAMA-04-C-0007	
		10B. DATED (SEE ITEM 11) 08/03/2004	

**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 ACKNOWLEDGEMENT 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 Schedule Net Increase: \$3,000,000.00

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

<u>CHECK ONE</u>	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Contracting Parties.
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This Modification revises Option II Increment 2 Contract Line Item Numbers (CLINs) 0201 and 0202 (including SubCLINs 0201AA, 0201AB, 0202Aa and 0202AB), and establishes new Cost-Plus Award Fee CLINs 0203, 0204, 0205, and new Firm-Fixed-Price CLIN 0206.

This Modification hereby partially exercises Option II for the Executive Office of the President (EOP) Project under ERA Increment 2 Development. Development includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility-buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 2, and the initial analysis and design for Increment 3.

Continued ...  
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) THOMAS S. CAMPBELL
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

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NAME OF OFFEROR OR CONTRACTOR  
 LOCKHEED MARTIN CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FUNDING: This Modification provides initial funding for EOP Phase 1 in the amount of \$2,734,200.00 under revised Line Item 0201 for EOP Initial Capability Development and System Integration Test (SIT) Lab. This Modification also provides initial funding for Option II Award Fee in the amount of \$265,800.00 under new Line Item 0205 at 8.86%.</p> <p>This Modification provides for EOP deliverables and milestones to manage the EOP Project. The Government will consider performance under the deliverables and milestone in its decision to exercise and fund further Options. If a milestone is successfully validated and accepted by NARA, the contract NTE contract ceiling and funding may be increased as appropriate for next subsequent Phase, or Option authorized by NARA. NARA will consider ending the contract when any phase milestone is not successfully validated and accepted by NARA.</p> <p>CLIN 0201 is revised to read Executive Office of the President (EOP) Phase 1: Capability Development. EOP Phase 1 has a Period of Performance of 10/17/07 through 2/21/08, and is initially funded for \$2,734,200.00.</p> <p>CLIN 0201 has the following deliverables: The Contractor shall deliver an Initial NARA EOP capability demonstration on or before 1/17/07;</p> <p>The Contractor shall deliver ERA Program Management, Training, Security, Engineering and Financial Contract Data Item List (CDRL)s (Number, Frequency, and Data-Item-Descriptions (DIDs), and Initial delivery dates To Be Determined);</p> <p>The Contractor shall deliver an updated System Evolution Plan that specifically addresses the integration of the modified EOP HCAP product and services into the ERA base System on or before 1/17/08. (NOTE: The Government will consider the quality of this System evolution Plan deliverable in its decision to exercise and fund further ERA System Development Options (OPTION CLIN 0204) related to Increment I Release 3 and Increment II Release 1 efforts.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 0201 has the following milestone: The EOP Phase 1 Milestone to be completed on or before 2/21/08 includes the following: EOP user hands-on demonstration to include Ingest and Keyword/Complex search functionality. Successful performance of EOP Phase 1 under Item 0201 is a necessary condition for proceeding to EOP Phase 2 under Option Item 0202.</p> <p>OPTION CLIN 0202 is revised to read: Phase 2 of EOP Development and initial Test Support, and has a performance period of 2/22/08 through 6/27/08.</p> <p>OPTION CLIN 0202, if exercised, has the following deliverables: The Contractor shall continue to deliver ERA Program Management, Training, Security, Engineering , Financial, Etc. CDRLs (Number, Frequency, and Data-Item-Descriptions (DIDs), and Initial delivery dates To Be Determined).</p> <p>OPTION CLIN 0202, if exercised, has the following milestone: The EOP Phase 2 Milestone to be completed on or before 6/27/08 includes the following: Test Readiness Review (TRR) exit and acceptance. Successful performance of EOP Phase 2 under Option Item 0202 is a necessary condition for proceeding to EOP Phase 3 under Option Item 0203.</p> <p>OPTION CLIN 0203, if exercised, is for Phase 3 of EOP Development, Test and Support, including support for Product Acceptance Testing (PAT), Operational Acceptance Testing (OAT), Security Test and Evaluation (ST&amp;E) for Sensitive ;But-Unclassified (SBU) and National Security System (NSS) EOP instances, and has a period of performance of 6/28/08 through 1/9/09.</p> <p>OPTION CLIN 0203, if exercised, has the following deliverables: The Contractor shall continue to deliver ERA Program Management, Training, Security, Engineering and Financial CDRLs (Number, Frequency, and Data-Item-Descriptions (DIDs), and Initial delivery dates To Be Determined).</p> <p>OPTION CLIN 0204, if exercised, is for continued ERA Base System Development, and has a period of Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>performance of 4/1/08 through 3/31/09.</p> <p>OPTION CLIN 0204, if exercised, has the following deliverables: The Contractor shall continue to deliver ERA Program Management, Training, Security, Engineering, Financial, Etc. CDRLs (Number, Frequency, and Data-Item-Descriptions (DIDs), and Initial delivery dates To Be Determined).</p> <p>CLIN 0205 is for Award Fee for all Option II CPAF line items. It is initially funded at \$265,800.00, and will be increased as additional Options, or additional development funding is provided. CLIN 0205 has a period of performance of 10/17/07 through 2/21/08 and may be extended consistent with additional options, if exercised.</p> <p>OPTION CLIN 0206, if exercised, is for FFP ERA Systems Operation and Support, and will support all ERA instances. Operations and Support includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.).</p> <p>OPTION CLIN 0206, if exercised, has the following deliverables: The Contractor shall continue to deliver ERA Systems Operation and Support CDRLs (Number, Frequency, and Data-Item-Descriptions (DIDs), and Initial delivery dates To Be Determined).</p> <p>Proposal and Price Ceiling: The Contractor' shall submit a proposal with appropriate cost and price breakdown and performance/delivery dates (an Original and four copies) to NARA within 90 days after the execution of this modification. NARA shall issue an SF30 to reflect the negotiated price.</p> <p>Limitation of Government Liability: In performing this order, the Contractor is not authorized to incur obligations exceeding \$3,000,000.00 which is chargeable to the appropriation cited in this modification. No more than 50 percent of the not-to-exceed price of \$3,000,000.00 shall be expended and/or payments made by NARA, until the contract terms, specifications, and price are Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0022	<p>definitized. However, if the contractor submits a qualifying proposal within 90 days but no later than when 50 percent of the not-to-exceed amount is expended, then no more than 75 percent of the not-to-exceed price may be expended until the contract terms, specifications, and price are definitized.</p> <p>Definitization Schedule: The Option shall be definitized no later than 150 days after the execution of this modification.</p> <p>Option 2 baseline is hereby established at \$3,000,000.00, including \$2,734,200.00 under Item 0201 and \$265,800.00 under Item 0205.</p> <p>Total Contract funding provided to date is \$82,772,760.68, and contract remains subject to FAR 52.232-22, Limitation of Funds.                      Discount Terms: N/30 PROMPT PAY                      Accounting Info:                      NAR0303SE0709-2008-183201-NAR0301000-3151-NAR2111D                      -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX                      FOB: Destination</p> <p>Change Item 0022 to read as follows(amount shown is the obligated amount):</p> <p>Option 2 CLIN 0201 - Phase 1 of Executive Office of the President (EOP) Initial Capability Development and System Integration Test (SIT) Lab. Development Includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 2. Initial analysis and design for Increment 3. The Contractor shall deliver 1) Initial NARA EOP capability demonstration, CDRLs including System Evolution Plan. Milestone: EOP user hands-on demonstration, Ingest demonstration, and export search results demonstration. Successful performance of EOP Phase 1 under Item 0201 is a necessary condition for proceeding to EOP Phase 2 under Option Item 0202.                      Obligated Amount: \$2,734,200.00                      Continued ...</p>				2,734,200.00

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0023	<p>Change Item 0023 to read as follows(amount shown is the obligated amount):</p> <p>Option 2 CLIN 0202 - Phase 2 of Executive Office of the President (EOP) Development and initial Test Support. Contractor shall continue development from Phase 1 and continue to deliver ERA CDRs. Milestone: Test Readiness Review (TRR) exit and acceptance. Successful performance of EOP Phase 2 under Option Item 0202 is a necessary condition for proceeding to EOP Phase 3 under Option Item 0203.                      Amount: \$0.00(Option Line Item)                      01/15/2008</p>				0.00
0024	<p>Change Item 0024 to read as follows(amount shown is the obligated amount):</p> <p>Option 2 CLIN 0203 - Phase 3 of Executive Office of the President Development, Test and Support, including support for Product Acceptance Testing (PAT), Operational Acceptance Testing (OAT), Security Test and Evaluation (ST&amp;E) for Sensitive But-Unclassified (SBU) and National Security System (NSS) EOP instances. Deliverables: The Contractor shall continue from Phase 2 and continue to deliver CDRs.                      Amount: \$0.00(Option Line Item)                      05/28/2008</p>				0.00
0025	<p>Change Item 0025 to read as follows(amount shown is the obligated amount):</p> <p>Option 2 CLIN 0204 - ERA Base System Development. The Contractor shall continue to deliver Option 1 CDRs. The Contractor shall perform Increment 2 system development including Increment I Release 3 and Increment II Release 1 efforts that continue on from Option I, Item 0103 Option I Overrun.                      Amount: \$0.00(Option Line Item)                      03/01/2008</p>				0.00
	<p>Change Item 0026 to read as follows(amount shown Continued ...</p>				

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	is the obligated amount):				
0026	Option 2 CLIN 0205 - 8.86% Award Fee for Option 2 Items: CPAF CLIN 0201, and CPAF OPTION CLINS 0203, 0204, if exercised. Amount may be unilaterally increased at the Government's discretion as additional Option 2 CPAF options are exercised or funded. Obligated Amount: \$265,800.00				265,800.00
	Change Item 0027 to read as follows(amount shown is the obligated amount):				
0027	Option 2 CLIN 0206 - Complete Operations and Support for any operational releases to be provided on a Firm-Fixed Price Basis; includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.). Data and Reports; provide data and reports in accordance with the Contract Data Requirements List. Amount: \$0.00(Option Line Item) 01/10/2009				0.00