

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES  
1 6

2. AMENDMENT/MODIFICATION NO. 007

3. EFFECTIVE DATE See Block 15c below

4. REQUISITION/PURCHASE REQ. NO. 10270147-3/05 PROJECT NO. (If applicable) 10270153 D3/12/02

6. ISSUED BY CODE U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
In: T-7-I-2  
Acquisition Management Branch  
Washington DC 20555-0001

7. ADMINISTERED BY (If other than Item 6) CODE U.S. Nuclear Regulatory Commission  
Div of Contracts and Property Mgmt  
Two White Flint North - MS T-7-I-2  
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) EER Systems, Inc.  
3750 Centerview Drive  
Chantilly, VA 20151  
POC: Joanne B. Newman (703) 708-1400

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. GS00T98ALD0017 DR-01-0290

10B. DATED (SEE ITEM 13) X 09-28-2001

## 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 of 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) B&R:210215522322, JOB CODE:J1145, BOC: 252A  
FUND SOURCE: 31X0200.210, OBLIGATE: \$168,128

## 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) X Bilateral, 52.212-4 Contract Terms and Conditions - Commercial Items (4/98) and mutual agreement of the parties.

**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.)

See the attached continuation pages with two attachments.

05 WASB B114

05-03-2002

TIN: 54-1349668, DUNS#:17-715-3319

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) Joanne B. Newman Vice President of Contracts	15C. DATE SIGNED 5/13/02	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer	16C. DATE SIGNED 05-03-2002
TRACTOR/OFFEROR Joanne B. Newman (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY Donald A. King (Signature of Contracting Officer)	

The purpose of this modification is to:

(1) incorporate:

(a) the positions of Senior Engineer (Function: Enhanced Cost Management System), Senior System Architect (Function: Enhanced Cost Management System) Non-Technical Support (Function: Enhanced Cost Management System);

(b) another Security Analyst (Function: Security) under CLIN 0003AC base year one, and as an option, obtain the services of another Security Analyst (Function: Security) under CLIN 0003BC base year two; and

(c) revise CLIN 0010 to increase in travel to NRC Regional Offices.

As a result, Section Schedule A-1 YEAR 1 (BASE) and Schedule A-1 YEAR 2 (BASE) of the Task Order is revised to reflect the increases in effort with the associated hours and increased travel as shown in Attachment 1 to this modification and EER Systems's proposals: (a) dated 2/15/2002 (Enhanced Cost Management System) with revisions dated 4/08/2002; (b) dated 3/15/2002, (increased travel requirements); and (c) dated 3/29/02, Security Analyst;.

(2) revise Subsection B.8 CONSIDERATION AND OBLIGATION, by: (a) increasing the total estimated task order amount by \$184,950.42 from \$25,795,483.40 to \$25,980,433.82. This increase is associated with incorporating the positions of Senior Engineer (Function: Enhanced Cost Management System), Senior System Architect (Function: Enhanced Cost Management System) and Non-Technical Support (Function: Enhanced Cost Management System), Security Analyst, and increased travel; and (b) provide incremental funding, therefore, the obligated amount is increased by \$168,128 from \$10,013,652.71 to \$10,181,780.71.

(3) revise Subsection C.3.6 General Performance Requirements, by adding paragraph C.3.6.15 Enhanced Cost Management System. This paragraph will add a reporting mechanism that will show monthly invoiced costs broken down by NRC Office.

(4) revise Section F - Deliveries or Performance by adding Subsection F.8 Delivery Schedule and Milestone Dates (Enhanced Cost Management Module);

(5) revise Section H SPECIAL CONTRACT REQUIREMENTS, by incorporating task order clause H.28 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS.

This modification confirms the NRC Contracting Officer's (CO) e-mail message provided to Ms. Joanne Newman of EER Systems on: (a) 4/08/02, in which Ms. Newman was notified of the CO's decision to authorize EER Systems to commence with work associated with the development of an Enhanced Cost Management System with a \$20,000 expenditure limit until the modification is executed; and (b) on 4/09/02, in which Ms. Newman was notified of the CO's decision to authorize EER Systems to commence with work associated with providing increased Security Analyst support under with a \$40,000 expenditure limit until the modification is executed. Accordingly, the following section of the task order is hereby modified:

1. under Schedule A-1, YEAR 1 (BASE) is revised by incorporating the positions of Senior Engineer (Function: Enhanced Cost Management System), Senior System Architect (Function: Enhanced Cost Management System) and Non-Technical Support (Function: Enhanced Cost Management System) and increasing the estimated quantity of labor hours by 1,040 hours under CLIN - 0003AC, IT Development/Integration (Firm Fixed Unit Price - Labor Hour). (See attachment number 1 to this modification revised Schedule A-1.)

2. Under Subsection B.8 CONSIDERATION AND OBLIGATION, the first sentence of paragraph (a) and (b) are deleted entirely and the following are substituted in-lieu thereof:

"(a) The total estimated amount of this task order (ceiling) for the products/services ordered, delivered, and accepted under this task order is \$25,980,433.82;

(b) The amount presently obligated with respect to this contract is \$10,181,780.71"

3. Under Subsection C.3.6 General Performance Requirements, paragraph C.3.6.15 Enhanced Cost Management System is incorporated as show below:

**"C.3.6.15 Enhanced Cost Management System)**

NRC wishes to manage costs incurred under this task order by all NRC Offices. The Contractor shall develop a reporting mechanism that shows monthly invoiced costs broken down by NRC Office to include as a minimum the following:

- a. Products and services funded by OCIO
- b. Upgrades to products and services, including VIP
- c. Products and services funded by individual office.

The applicable job codes and associated dollar amounts shall be shown for each of the items listed above.

Reports shall include monthly and cumulative totals for each item and job code listed. Reports shall be provided as backup to the monthly invoice. Report data shall be made available for ongoing retrieval and analysis by the NRC.

A partnership team shall be established from the award date of this Task Order modification and will end after the report format becomes final, no later than May 20, 2002.

(End of Clause)

4. Under Section Deliveries or Performance, paragraph F.8 is incorporated as show below:

**"F.8 Delivery Schedule and Milestone Dates (Enhanced Cost Management Module)**

The delivery schedule and milestones dates are indicated below:

1. No later that May 20, 2002, Report format submitted to the NRC and finalized;
2. No later the June 29, 2002, Enhanced Cost Management Module tested by EER and approved by the NRC Project Officer;
3. No later than July 15, 2002, EER will roll out the ECM Module into production, set-up the appropriate security levels and train the NRC users for web-based entry of Office-by-Office Job Code allocation data;
4. No later than July 25, 2002, accurate and complete Office-by-Office Job Code allocation data will be ready in the ECM Module;
5. No later than August 15, 2002, EER will submit the first monthly Invoice Reports with Office-by-Office Job Code break-ups, covering the billing for the month of July 2002.

<b>NRC CONTRACT DATA REQUIREMENTS LIST (CDRL)</b>		
<u>Title of Data Item</u>	<u>SOW Reference</u>	<u>CLIN</u>
Enhanced Cost Management Invoice Report	<b>C.3.6.15</b>	
<u>Frequency</u> Monthly - Due within 10 business days after the last day of the preceding month	<u>Date of First Submission</u> August 15, 2002	<u>Distribution</u> 1 original 1 electronic media intranet
<u>Remarks</u>		
<p><b>Projects/Task Status</b></p> <ul style="list-style-type: none"> <li>◆ The Contractor shall develop a reporting mechanism that shows monthly invoiced costs broken down by NRC Office to include the following:</li> <li>◆</li> <li>◆ a. Products and services funded by OCIO</li> <li>◆ b. Upgrades to products and services, including VIP</li> <li>◆ c. Products and services funded by individual office.</li> <li>◆ The applicable job codes and associated dollar amounts shall be shown for each of the items listed above."</li> </ul>		

5. Under Section H SPECIAL CONTRACT REQUIREMENTS, paragraph H.28 is incorporated as show below:

**"H.28 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)**

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision."

(End of Clause)"

A summary of obligations under this task order, from date of the award through this modification, is given below:

Total FY 01 obligations	\$ 627,000.00
Total FY 02 obligations	\$ 9,554,780.71
Cumulative Total of NRC Obligations	\$10,181,780.71

This modification obligates \$168,128 in FY'02 funds.

All other terms and conditions remain unchanged.

Attachment No. 1  
Modification No.7

Nuclear Regulatory Commission

Task Order # DR--01-0290

**Schedule A -1 YEAR 1(BASE)**

PERIOD OF PERFORMANCE: 09/28/2001 TO 09/27/2002

CLIN	DESCRIPTION	QTY.	UNIT	Unit PRICE	TOTAL PRICE
	<u>FIRM FIXED PRICE (CLIN 0001 through 0002)</u>				
0001	<b>Task 1: Project Initiation (Mandatory)</b>				
0001A	Sub task 1-1 PIP				\$ 279,892
0001B	Sub task 1-2 Discovery				\$ 425,318
0001C	Sub task 1-3 Maintain Current Operations Baseline-3.5 months X \$484,000 per month. Max 6 months				\$ 2,424,000 \$ 242,400
0002	<b>Task 2: Seat Management Transition</b>				\$ 897,664
0002A	Catalog				NSP
	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EST. TOTAL PRICE</u>
	<u>FIRM FIXED UNIT PRICE (CLIN 0003 through 0009)</u>				
0003	<b>Task 3: Year 1-3 - Operations</b>				
0003A	Task 3: Year 1 Operations Total				
0003AA	Insurance Coverage (H.2.4)				\$1,000
0003AB	IT Infrastructure Operations				\$2,345,424.66 \$ 97,726.03
0003AC	IT Development/Integration (FirmFixed Unit Price - Labor Hour)				
	Sr. Systems Architect (Function: Systems Architecture and Engineering) - One				\$176,808
	Sr. Systems Engineer (Function: Infrastructure Development) One				\$168,480
	LAN Systems Analyst (NT) (Function: Infrastructure) -One	2			\$120,648
	LAN Systems Analyst (Novell)	2			\$95,688

CLIN	DESCRIPTION	QTY.	UNIT	Unit PRICE	TOTAL PRICE
	(Function: Infrastructure) -One				
	Network Analyst (Function: Infrastructure) - One				\$128,964
	UNIX System Analyst (Function: Infrastructure) - One				\$139,368
	LAN Systems Analyst (NT/Novell) (Function: Server) - One				\$128,964
	UNIX Systems Analyst (Function: Server) - One				\$139,368
	LAN Systems Analyst (NT) (Function: Workstation) - One				\$124,800
	LAN Systems Analyst (NT) (Function: Workstation) - One				\$124,800
	LAN Systems Analyst (NT) (Function: Workstation) - One				\$124,800
	Security Analyst (Function: Security) - One				\$153,924
****	<b>Security Analyst (Function: Security) - One</b>				<b>\$ 76,960</b>
	Sr. Systems Engineer (Function: Application Integration) - One				\$153,924
	Sr. Systems Engineer (Function: Consolidated Test Facility) -One				\$120,648
	LAN Administrator (Function: Consolidated Test Facility) -One				\$64,488
***	<b>Senior Security Analyst (Consultant) (Function: Security) - One</b>				<b>\$163,144.71</b>
****	<b>Senior Engineer (Function: (Enhanced Cost Management System)</b>				<b>\$ 9,984.00</b>
****	<b>Senior System Architect (Enhanced Cost Management System)</b>				<b>\$ 54,400.00</b>
****	<b>Non-Technical Support (Enhanced Cost Management System)</b>				<b>\$ 1,240</b>
0003AD *	<b>Firm Fixed Unit Price-Labor Hour</b>				
	LAN Administrator (Function: Regional - (5)				
	LAN Administrator (Function: Regional -- One				\$74,880
	LAN Administrator (Function: Regional -- One				\$74,880
	LAN Administrator (Function: Regional --One				\$74,880
	LAN Administrator (Function:				\$74,880



CLIN	DESCRIPTION	QTY.	UNIT	Unit PRICE	TOTAL PRICE
	Regional -- One				
	LAN Administrator (Function: Regional -- One				\$74,880
003AE *	<b>Firm Fixed Unit Price-Labor Hour</b> LAN Administrator (Function: High Perf. Comp. Env.)(4) -				
	LAN Administrator (Function: High Perf. Comp. Env. -One				\$74,880
	LAN Administrator (Function: High Perf. Comp. Env. - One				\$74,880
	LAN Administrator (Function: High Perf. Comp. Env. - One				\$74,880
	LAN Administrator (Function: High Perf. Comp. Env. -One				\$74,880
0003AF *	<b>Firm Fixed Unit Price-Labor Hour</b> ADAMS LAN Administrator (Function:ADAMS (6) -Optional)				
*	ADAMS LAN Administrator (Function:ADAMS - One at NRC Headquarters				\$74,880
	ADAMS LAN Administrator (Function:ADAMS -One-at Region 2				\$74,880
**	ADAMS LAN Administrator (Function:ADAMS ) -One-at Region 1				\$12,996
	ADAMS LAN Administrator (Function:ADAMS - <b>Optional</b> ) - One				\$74,880
	ADAMS LAN Administrator (Function:ADAMS - <b>Optional</b> ) - One				\$74,880
	ADAMS LAN Administrator (Function:ADAMS - <b>Optional</b> ) - One				\$74,880
0003AG	COTS Catalogue Services				NSP
	CLIN 0003A TOTAL				\$10,046,141.40

\*Upon task order award, the NRC activated: all of CLIN 0003AD; all of CLIN0003AE; and under CLIN 0003AF two ADAMS LAN Administrators (Function:ADAMS - One at NRC Headquarters and Region Two.

\*\*Modification number 2 activated under CLIN 0003AF one ADAMS LAN Administrators (Function:ADAMS - One at Region 1)

\*\*\*Modification number 6 incorporated one Senior Security Analyst (Consultant) -Headquarters

\*\*\*\*Modification number 7 incorporated these positions at Headquarters