

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGES 7

2. AMENDMENT/MODIFICATION NO. M062 3. EFFECTIVE DATE 11/21/2006 4. REQUISITION/PURCHASE REQ. NO. DR-01-0290AAMS RPPA# 01-0290M088 dtd 11/07/06 5. PROJECT NO.(if applicable)

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div of Contracts - CMB#3 Two White Flint North - MS T-7-I-2 Attn: H. (Eddie) Colón, Jr., 301-415-7135 Washington, DC 20555-0001 7. ADMINISTERED BY (If other than Item 6) CODE 3100 U.S. Nuclear Regulatory Commission Div of Contracts - CMB#3 Two White Flint North - MS T-7-I-2 Attn: H. (Eddie) Colón, Jr., 301-415-7135 Washington, DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC ATTN: MICHAEL RATHBUN CONTRACT ADMINISTRATOR 3750 CENTERVIEW DR CHANTILLY VA 201513200 9A. AMENDMENT OF SOLICITATION NO. (X) 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00T98ALD0017 DR-01-0290 10B. DATED (SEE ITEM 13) X 09-28-2001 CODE 177153319 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) NOT APPLICABLE

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). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 - Contract Terms and Conditions Commercial Items D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 3 copies to the issuing office.

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

See Pages 2-7 for a description of this modification.

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) Michael S. Rathbun, Contracts Manager 15B. CONTRACTOR/OFFICER (Signature of person authorized to sign) 15C. DATE SIGNED 23 May 07 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heriberto Colón, Jr. Contracting Officer 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 5/29/07

The purpose of this modification is to:

- (1) Add a Product Class (PCESW12) and Core Service Band (CSBESW12) for Microsoft Office Professional (Est. Quantity: 4,500) for years 6 - 9 of the task order. This modification confirms the authorization provided to L-3 via email dated 11/21/2006 to commence work under this effort with an initial temporary cost ceiling not-to-exceed \$1,000,000.00. This modification also confirms the authorization provided to L-3 via email dated 4/30/2007 to continue work under this effort with a temporary cost ceiling increase not-to-exceed \$200,000.00, thereby increasing the previous authorization from \$1,000,000.00 to \$1,200,000.00. Reference is made to L-3's email proposal dated 11/9/2007, as revised 11/17/2006, 12/21/2006, and 4/16/2007, in response to this effort.
- (2) Revise the monthly prices for years 8 - 9 of the task order's PRICE SCHEDULE under General Purpose Desktop Product Classes: PCGPDT1, PCGPDT2, and PCGPDT3, and Portable Desktop (Laptop) Product Classes: PCPDT1, PCPDT2, PCPDT3, PCPDT1DS, and PCPDT2DS) to reflect a (\$5) reduction per seat (Est. Quantity: 4,500 total Desktops and Laptops), due to the elimination of Corel Office X3 (Corel Suite) in Year 8.
- (3) Revise the monthly prices for years 8 - 9 of the task order's PRICE SCHEDULE under General Purpose Desktop Core Service Bands: PCGPDT2/CSBGPDT1/CSBGPDT2/CSBGPDT3/CSBGPDT5, CSBGPDT4, and GFE - PCGPDT2/CSBGPDT1/CSBGPDT2/CSBGPDT3/CSBGPDT5, and CSBGPDT4, and Portable Desktop (Laptop) Core Service Bands: CSBPDT1, CSBPDT2, CSBPDT3, CSBPDT4, CSBPDT5), GFE - CSBPDT1/CSBPDT2/CSBPDT3/CSBPDT4, and CSBPDT5 to reflect a (\$8) reduction per seat (Est. Quantity: 4,500 total Desktops and Laptops), due to the elimination of Corel Office X3 (Corel Suite) beginning in Year 8.
- (4) Correct a typographical error in the total estimated amount (ceiling) reflected in Modification No. 58 to this task order, from \$67,874,917.34 to "67,874,017.34".
- (5) Correct a typographical error in the total estimated amount (ceiling) reflected in Modification No. 61 to this task order from, \$67,874,917.34 to "68,697,829.30".

As a result of these changes,

- The total estimated amount (ceiling) of this task order is increased by **\$2,025,000.00**, from \$68,697,829.30 to **\$70,722,829.30**;
- The total estimated amount (ceiling) for Year 6 (Current) of this task order is increased by **\$2,025,000.00**, from \$13,579,658.96 to **\$15,604,658.96**;
- The total estimated amount (ceiling) for Year 7 (Option) of this task order is increased by ~~\$2,160,000.00~~, from \$12,592,238.00 to **\$14,752,238.00**;
- The total estimated amount (ceiling) for Year 8 (Option) of this task order is increased by ~~\$1,512,000.00~~, from \$12,807,587.00 to **\$14,319,587.00**;

- The total estimated amount (ceiling) for Year 9 (Option) of this task order is increased by **\$1,674,000.00**, from \$13,071,309.00 to **\$14,745,309.00**;
- The total estimated value, inclusive of all options, of this task order is increased by **\$7,371,000.00** from \$107,168,963.30 to **\$114,539,963.30**.

Accordingly, the task order is hereby modified as follows:

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

"(a) The total estimated amount of this contract (ceiling) for the product/services ordered, delivered, and accepted under this contract is **\$70,722,829.30**."

- Under the **Enterprise SW** section of **Table 3: Schedule B-T1 PRODUCT CLASS MONTHLY PRICES** of the task order's price schedule, add a Product Class (PCESW 12) for Microsoft Enterprise Desktop Software (*Microsoft Office Professional*) for Years 6 and 9 (CLINS 0006B - 0009B). The monthly prices and totals amounts per period for Product Class (PCESW 12) are listed below. The contractor shall perform this effort in accordance with the attached Statement of Work (**Attachment No. 1**).

Enterprise SW (Microsoft Office Professional) - Product Class (PCESW 12)

CLIN/ YEAR	PERIOD	MONTHLY PRICE	EST. QTY.	# OF MONTHS	TOTAL AMOUNT/ YEAR
CLIN0006B Year 6 (Current)	11/21/2006* - 09/27/2007 <i>* Effective date</i>	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,170,000
CLIN0007B Year 7 (Option)	09/28/2007 - 09/27/2008	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,350,000
CLIN0008B Year 8 (Option)	09/28/2008 - 09/27/2009	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,350,000
CLIN0009B Year 9 (Option)	09/28/2009 - 09/27/2010	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,458,000

SUBTOTAL (PCESW 12)..... **\$ 5,328,000**

3. Under the **Enterprise SW** section of **Table 4: Schedule B-T2 CORE SERVICE BAND MONTHLY PRICES** of the task order's price schedule, add a Core Service Band (CSBESW 12) for Microsoft Enterprise Desktop Software (*Microsoft Office Professional*) for Years 6 and 9 (CLINS 0006B - 0009B). The monthly prices and total amounts per period for Core Service Band (CSBESW 12) are listed below. The contractor shall perform this effort in accordance with the attached Statement of Work (**Attachment No. 1**).

MS Enterprise Desktop SW – Core Service Band (CSBESW 12 (MS Office))

CLIN/ YEAR	PERIOD	MONTHLY PRICE	EST. QTY.	# OF MONTHS	TOTAL AMOUNT/ YEAR
CLIN0006B Year 6 (Current)	11/21/2006* - 09/27/2007 <i>*Effective date</i>	[REDACTED]	[REDACTED]	[REDACTED]	\$ 855,000
CLIN0007B Year 7 (Option)	09/28/2007 - 09/27/2008	[REDACTED]	[REDACTED]	[REDACTED]	\$ 810,000
CLIN0008B Year 8 (Option)	09/28/2008 - 09/27/2009	[REDACTED]	[REDACTED]	[REDACTED]	\$ 864,000
CLIN0009B Year 9 (Option)	09/28/2009 - 09/27/2010	[REDACTED]	[REDACTED]	[REDACTED]	\$ 918,000

SUBTOTAL (CSBESW 12 (MS Office))..... \$ 3,447,000

SUBTOTAL (PCESW 12/CSBESW 12)..... \$ 8,775,000

4. Under Table 3: Schedule B-T1 PRODUCT CLASS MONTHLY PRICES, revise the monthly prices of the General Purpose Desktop and Portable Desktop (Laptop) Product Classes (Est. Quantity: 4,500 - total sum of Desktops and Laptops) for Years 8 - 9 of the task order's price schedule to reflect a cost reduction of [REDACTED] per seat, due to the elimination of Corel Office X3 (Corel Suite) in Year 8, as follows:

Table 3: Schedule B-T1 PRODUCT CLASS MONTHLY PRICES

General Purpose Desktop	CLIN0008B Year 8	CLIN0009B Year 9
PCGPDT1	[REDACTED]	[REDACTED]
PCGPDT2	[REDACTED]	[REDACTED]
PCGPDT3	[REDACTED]	[REDACTED]
Portable Desktop		
PCPDT1	[REDACTED]	[REDACTED]
PCPDT2	[REDACTED]	[REDACTED]
PCPDT3	[REDACTED]	[REDACTED]
PCPDT1DS	[REDACTED]	[REDACTED]
PCPDT2DS	[REDACTED]	[REDACTED]

As a result, the total est. amount for Years 8 (Option) and 9 (Option) General Purpose Desktop - Product Classes (PCGPDT1, PCGPDT2, and PCGPDT3), and Portable Desktop - Product Classes (PCPDT1, PCPDT2, PCPDT3, PCPDT1DS, and PCPDT2DS) is reduced by (\$270,000) per year, as reflected below:

CLIN/ YEAR	PERIOD	MONTHLY PRICE (Reduction)	EST. QTY.	# OF MONTHS	TOTAL AMOUNT/ YEAR (Reduction Only)
CLIN0008B Year 8 (Option)	09/28/2008 - 09/27/2009	[REDACTED]	[REDACTED]	12	(\$ 270,000)
CLIN0009B Year 9 (Option)	09/28/2009 - 09/27/2010	[REDACTED]	[REDACTED]	12	(\$ 270,000)

SUB TOTAL (PCGPDT1, PCGPDT2, PCGPDT3, PCPDT1, PCPDT2, PCPDT3, and PCPDT1DS - T2DS) - (Reductions)..... (\$ 540,000)

5. Under Table 4: Schedule B-T2 CORE SERVICE BAND MONTHLY PRICES, revise the monthly prices of the General Purpose Desktop and Portable Desktop (Laptop) Core Service Bands (Est. Quantity: 4,500 - total sum of Desktops and Laptops) for Years 8 - 9 of the task order's price schedule to reflect a cost reduction of [REDACTED] per seat, due to the elimination of Corel Office X3 (Corel Suite) in Year 8, as follows:

Table 4: Schedule B-T2 CORE SERVICE BAND MONTHLY PRICES

General Purpose Desktop	CLIN0008B Year 8	CLIN0009B Year 9
PCGPDT2/CSBGPDT1 (VIP)	[REDACTED]	[REDACTED]
PCGPDT2/CSBGPDT2 (Professional)	[REDACTED]	[REDACTED]
PCGPDT2/CSBGPDT3 (RISE)	[REDACTED]	[REDACTED]
CSBGPDT4 (Test/Devel.)	[REDACTED]	[REDACTED]
PCBPDT2/CSBGPDT5 (Regions/RISE/TTC per seat)	[REDACTED]	[REDACTED]
GFE - PCGPDT2/CSBGPDT1 (VIP)	[REDACTED]	[REDACTED]
GFE - PCGPDT2/CSBGPDT2 (Professional)	[REDACTED]	[REDACTED]
GFE - PCGPDT2/CSBGPDT3 (RISE)	[REDACTED]	[REDACTED]
GFE - CSBGPDT4 (Test/Devel.)	[REDACTED]	[REDACTED]
GFE - PCBPDT2/CSBGPDT5 (Regions/RISE/TTC per seat)	[REDACTED]	[REDACTED]
Portable Desktop		
CSBPDT1 (VIP)	[REDACTED]	[REDACTED]
CSBPDT2 (Professional)	[REDACTED]	[REDACTED]
CSBPDT3 (Travel only)	[REDACTED]	[REDACTED]
CSBPDT4 (Other)	[REDACTED]	[REDACTED]
CSBPDT5 (Regions/RISE/TTC per seat)	[REDACTED]	[REDACTED]
GFE - CSBPDT1 (VIP)	[REDACTED]	[REDACTED]
GFE - CSBPDT2 (Professional)	[REDACTED]	[REDACTED]
GFE - CSBPDT3 (Travel only)	[REDACTED]	[REDACTED]
GFE - CSBPDT4 (Other)	[REDACTED]	[REDACTED]
GFE - CSBPDT5 (Regions/RISE/TTC per seat)	[REDACTED]	[REDACTED]

As a result, the total estimated amount for Years 8 (Option) and 9 (Option) General Purpose Desktop - Core Service Bands (PCGPDT2/CSBGPDT1/CSBGPDT2/CSBGPDT3, and CSBGPDT5), CSBGPDT4, and GFE - (PCGPDT2/CSBGPDT1/CSBGPDT2/CSBGPDT3/CSBGPDT5, and CSBGPDT4 Portable Desktop - Core Service Bands (CSBPDT1, CSBPDT2, CSBPDT3, CSBPDT4, and CSBPDT5), and (GFE - CSBPDT1/CSBPDT2/CSBPDT3/CSBPDT4, and CSBPDT5) is reduced by (\$864,000) per year, as reflected below:

CLIN/YEAR	PERIOD	MONTHLY PRICE (Reduction)	EST. QTY.	# OF MONTHS	TOTAL AMOUNT/ YEAR (Reduction Only)
CLIN0008B Year 8 (Option)	09/28/2008 - 09/27/2009	[REDACTED]	[REDACTED]	12	(\$ 432,000)
CLIN0009B Year 9 (Option)	09/28/2009 - 09/27/2010	[REDACTED]	[REDACTED]	12	(\$ 432,000)

SUB TOTAL (PCGPDT2/CSBGPT1/CSBGPT2/CSBGPT3/CSBGPT5, CSBGPT4, and (GFE - CSBPDT1/CSBPDT2/CSBPDT3/CSBPDT4, and CSBPDT5) - (Reductions)..... (\$ 864,000)

TOTAL (PCESW 12/CSBESW 12, PCGPDT1-T3, PCPDT1-T3, and PCPDT1DS - T2DS) after applying the above (Reductions) \$7,371,000

Except as provided herein, all other terms and conditions remain unchanged.

This modification does not obligate any funds.

STATEMENT OF WORK

BACKGROUND

The NRC wishes to accelerate the deployment of Microsoft Office at the NRC, transition the NRC from Novell GroupWise to the Microsoft Outlook e-mail/calendaring system, provide support for additional Blackberry devices, provide additional workstations, printers, upgraded storage, data backup systems, enhanced remote access services and expanded customer support hours to support agency growth, and provide the enhanced firewall, reliability, availability, maintainability, and security services that the NRC now needs to operate more efficiently, provide information to the public, and protect its IT infrastructure from overload, threats and attacks.

OBJECTIVES

The contractor shall provide a proposal for the following:

1. **Microsoft Office Deployment** -- The Contractor shall replace the current agency standard office productivity suite, Corel WordPerfect, with Microsoft (MS) Office.

The Contractor shall update Product Classes and Core Service Bands for Seat desktops, portable desktops, and travel laptops to replace Corel WordPerfect with MS Office Professional, which will include the MS Office Professional home use license, as indicated below:

Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9
Both WordPerfect and Office on desktop - - <u>WordPerfect</u> as agency standard MS Office on each agency desktop workstation by January 31, 2007	Both WordPerfect and Office on desktop - - <u>Office</u> as agency standard	MS Office on desktop - WordPerfect no longer part of image (Single user copies of WordPerfect can be installed as needed)	MS Office on desktop - WordPerfect no longer part of image (Single user copies of WordPerfect can be installed as needed)

The Contractor shall provide a new Product Class for MS Office Professional to be provided for NRC government-furnished equipment (both desktops and laptops), and shall include the MS Office Professional home use license.