

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGE 3

2. AMENDMENT/MODIFICATION NO. **M065** 3. EFFECTIVE DATE **09/13/2006** 4. REQUISITION/PURCHASE REQ. NO. DR-01-0290AAMS RFP# 01-0290M085 dtd 08/17/06 5. PROJECT NO.(if applicable)

6. ISSUED BY CODE 3100 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
 CODE 177153319 FACILITY CODE
 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) 09-28-2001 X

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 Mutual Agreement between the Parties
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, 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 2-3 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 OFFEROR *Michael S. Rathbun*
 (Signature of person authorized to sign)
 15C. DATE SIGNED *6/28/07*
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heriberto Colón, Jr.
 Contracting Officer
 16B. UNITED STATES OF AMERICA BY *H. Colón*
 (Signature of Contracting Officer)
 16C. DATE SIGNED *7/2/07*

The purpose of this modification is to:

- (1) Provide the labor and travel to allow L-3/GSI to develop a comprehensive plan for the transition of the NRC's email system from Novell Groupwise to Microsoft Exchange/Outlook, as provided below.
 - revise the labor hour requirements of Schedule A-1 Year 6 (Current) of the task order to **add** the following positions: One (1) Sr. Consultant (Microsoft Consulting Services), One (1) Sr. Consultant Tools (Quest Software, Inc.), and One (1) Project Manager (Quest Software, Inc.);
(Refer to Page 3 of this modification for details)
 - revise CLIN 0010 Travel. (Refer to Page 3 of this modification for details)

This modification confirms the authorization provided to L-3 via email dated 9/13/2006, as revised 9/14/2006, to commence work under this effort with a temporary cost ceiling not-to-exceed \$100,000.00. Reference is made to L-3/GSI's proposal dated August 30, 2006, as revised December 14, 2006 and **April 2, 2007**, in response to this effort.

THIS EFFORT SHALL BE PERFORMED IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (ATTACHMENT #1).

As a result of the above,

- The total estimated amount (ceiling) for Year 6 (Current) of this task order is increased by **\$101,667.68**, from \$15,604,658.96 to **\$15,706,326.64**.
- The total estimated cost (ceiling) of this task order is increased by **\$101,667.68**, from \$70,722,829.30 to **\$70,824,496.98**.
- The total estimated value, inclusive of all options, of this task order is increased by **\$101,667.68**, from \$114,539,963.30 to **\$114,641,630.98**.

Accordingly, the task order is modified as follows:

1. Subsection B.8 CONSIDERATION AND OBLIGATION, the first sentence of paragraphs (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 **\$70,824,496.98.....**"

2. **Schedule A-1 Year 6 (OPTION)** of the task order, **CLIN 0006C** is hereby revised to **add**, after all previous entries, the following positions: One (1) Sr. Consultant (Microsoft Consulting Services), One (1) Sr. Consultant Tools (Quest Software, Inc.), and One (1) Project Manager (Quest Software, Inc.), thereby increasing the Total CLIN 0006 amount by **\$89,667.68**, from \$12,183,075.00 to **\$12,272,742.68**, as follows:

"Schedule A-1 YEAR 6 (Current)

PERIOD OF PERFORMANCE: 09/28/2006 TO 09/27/2007

CLIN	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
...
0006C	IT Development/Integration (Firm Fixed Unit Price - Labor Hour)				
...
	Sr. Consultant (Microsoft Consulting Services)				\$ 18,963.20
	Sr. Consultant (Quest Software, Inc.)				\$ 64,276.80
	Project Manager (Quest Software, Inc.)				\$ 6,427.68
...
	Total CLIN 0006 should NRC exercise all options				\$12,272,742.68

..."

3. CLIN 0010 Travel, as previously modified in Modification No. 58, is revised to **increase** the Total Estimated Not-to-Exceed amount (Cost-Reimbursement) by **\$12,000.00**, from \$114,540.42 to **\$126,540.42**, to include estimated travel associated with this effort as follows:

..."

CLIN 0010 Travel (Years 1 through all exercised option periods)					
CLIN	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Not-to-Exceed Amount (Cost-reimbursement)
0010	Travel	1	Lot	N/A	\$126,540.42

..."

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

This modification does not obligates any funds.

STATEMENT OF WORK

(Task Order DR-01-0290, Modification No. 65, Attachment #1)

"Transition of Novell Groupwise to Microsoft Exchange/Outlook"

Background

The Chairman of the US Nuclear Regulatory Commission (NRC) directed on July 26, 2006 that the NRC begin planning to transition from the Novell GroupWise email system to Microsoft Exchange with the Outlook desktop client as the new agency standard. Successfully transitioning from the current email system to Microsoft Exchange/Outlook will require a tremendous amount of planning and coordination. In order to properly scope this project, a detailed project plan, project schedule, and a list of project resource requirements must be developed.

Objective

The Contractor shall develop a comprehensive plan for the transition of Novell Groupwise to Microsoft Exchange/Outlook. The transition plan is due to the NRC Project Officer no later than close of business Jun 12, 2007. The Contractor shall provide additional assistance (e.g. expert advice, plan modification) between September 13, 2006 and June 12, 2007, as requested by NRC.

Period of Performance

September 13, 2006 through June 12, 2007.

Requirements

1. The project plan shall cover all phases of the project, including but not limited to: discovery of the NRC GroupWise environment to be migrated, determining what components of the current NRC Novell infrastructure need to be migrated with the email system, developing the architecture of the new NRC Microsoft Exchange environment, planning and scheduling the migration, running and managing the actual migration of the email system and the related resources, and the decommissioning of the old GroupWise email system from the NRC production operations environment. If necessary, an outside contractor or consultant should be utilized to serve as a collaborator in finding the correct approach to address all the issues associated with an accelerated approach, including security of the NRC network.
2. The plan shall identify any non-L-3/GSI resources required, such as expertise from Microsoft and other vendors that may be leveraged to ensure that all Microsoft Exchange best practices are used in the design, implementation, and maintenance plans for the deployment of the system in the NRC environment.
3. In order to ensure a smooth transition to Microsoft Exchange for the agency, the planning shall take into account the other parts of the current NRC Novell infrastructure that may be adversely affected by the migration of the GroupWise email system. If other components of the existing NRC Novell infrastructure need to be migrated to Microsoft services to facilitate the migration to Exchange / Outlook, those requirements need to be documented in the task project plan, project schedule, and resource requirements where applicable.

4. The project plan and timeline shall note where schedules can be coordinated with other tasks (e.g. infrastructure refresh, server refresh, SAN refresh) that will have a direct effect on the progress and success of the GroupWise / Exchange migration task.
5. The plan shall identify research that must be done to identify all COTS products, NRC developed applications, and any other systems in the environment that rely on the current Novell GroupWise infrastructure. This will allow the appropriate system owners to be notified of the need to start the planning for the transition and integration of those systems to the new Microsoft Exchange / Outlook environment.

Deliverables and Delivery Schedule*

Deliverables shall be provided to the NRC Project Officer in both hardcopy and either electronic format or on CD.

1. Detailed Project/Implementation Plan
2. Detailed Project Schedule
3. Resource Requirements
4. Impact statement of resources needed for this project currently scheduled on other projects.
5. Inventory of all COTS, NRC developed applications, and other systems that have dependencies on the current Novell GroupWise email infrastructure that were identified during the research for the task.

**The due dates for the above deliverables shall be coordinated with and agreed to by the NRC Project Officer.*