

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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

2. AMENDMENT/MODIFICATION NO. M004
 3. EFFECTIVE DATE See Block 15c
 4. REQUISITION/PURCHASE REQ. NO. ASB-06-231 (Multiple)
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
 U.S. Nuclear Regulatory Commission
 Division of Contracts
 ATTN: Michael Turner - Mail Stop T-7-I-2
 Contract Management Branch No. 3
 Washington DC 20555
 7. ADMINISTERED BY (If other than Item 6) CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop T-7-I-2
 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 NORTEL GOVERNMENT SOLUTIONS INCORPORATED
 12730 FAIR LAKES CIR
 FAIRFAX VA 220334901
 CODE 074830209 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4366G NRC-33-01-183-003
 10B. DATED (SEE ITEM 13) X 09-15-2006

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) See Block 14 for Accounting and Appropriation Data

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) 52.212-4, Contract Terms and Conditions - Commercial Items/
 X 52.217-7, Opt. for Increased Qty.-Separately Price Line Item

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.)
 ACCOUNTING AND APPROPRIATION DATA
 - B&R#: 77D-15-300-209 JC#: N7048 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07328 - OBLG. AMT.: \$250,000.00
 - B&R#: 77D-15-300-179 JC#: N7157 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07321 - OBLG. AMT.: \$200,000.00
 - B&R#: 77D-15-171-204 JC#: N7307 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07322 - OBLG. AMT.: \$ 75,000.00
 - B&R#: 77D-15-333-204 JC#: N7158 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07319 - OBLG. AMT.: \$ 75,000.00
 - B&R#: 77D-15-300-209 JC#: N7048 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07317 - OBLG. AMT.: \$ 65,000.00
 - B&R#: 77D-15-111-204 JC#: N8180 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07325 - OBLG. AMT.: \$ 30,000.00
 - B&R#: 77D-15-344-204 JC#: E7000 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL07324 - OBLG. AMT.: \$ 8,731.91

SEE THE FOLLOWING PAGES FOR MODIFICATION DETAILS.

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 P. Oetjen Contracts Administrator
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) *Michael P. Oetjen*
 15C. DATE SIGNED 9/18/2007
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Turner, Contracting Officer
 16B. UNITED STATES OF AMERICA BY *Michael P. Turner* (Signature of Contracting Officer)
 16C. DATE SIGNED 09-11-2007

The purpose of this modification is to:

1. Provide for a within-scope change pursuant with FAR Clause 52.212-5, "Contract Terms and Conditions - Commercial Items," to revise the maintenance and security activities under the statement of work as reflected below;
2. Exercise the option for CLIN D001A, Optional Task 6 - Training, pursuant with Subsection C.20, FAR Clause 52.217-7, "Option for Increased Quantity - Separately Priced Line Item." As a result, of this action, the delivery order total estimated cost ceiling is increased by \$139,654.12 from \$2,494,077.79 to \$2,633,731.91;
3. Provide incremental funding in the amount of \$703,731.91, thereby increasing the obligated amount from \$1,930,000.00 to \$2,633,731.91.

Accordingly, the following changes are hereby made:

- (1) Subsections C.4.1.1 and C.4.2.2 are deleted in their entirety and substituted with the following in lieu thereof:

"4.1.1 Scope of Maintenance Activity

The Contractor shall perform server operating system and application software diagnostics as detailed in the Enterprise DDMS Operations Guide at least once every week. The Contractor shall deliver a report detailing the results of the weekly diagnostic tests to the DDMS Project Management Team as well as to the DDMSwebmaster@nrc.gov e-mail account using the internal NRC e-mail system. A summary and any events of note from these reports will be included in the two activity reports due each month.

The Contractor shall be responsible for ensuring that all servers, workstations, routers, and firewalls and their operating systems are patched to the current recommended versions. The Contractor shall provide all testing, including regression testing, that may be required per the configuration control procedures outlined in the NRC's PMM procedures and the Enterprise DDMS Configuration Control Board (CCB) procedures, Enterprise DDMS Configuration Management Plan, and following procedures documented in the Enterprise DDMS Operations Guide and Enterprise Security Guidelines document. All patch installations shall be pre-coordinated with the DDMS Project Management Team. All patches shall be recorded in the appropriate system documentation on an ongoing basis.

The Contractor shall ensure that, on a daily basis by no later than 8:30 a.m. Eastern Time (ET) (unless directed otherwise by the DDMS Project Manager), any documents published by the HLW-EHD to DDMS have been indexed into DDMS and that all newly-indexed metadata is correct following procedures documented in the Enterprise DDMS Operations Guide. Should there be an indexing problem, the Contractor shall take corrective action following procedures documented in the Enterprise DDMS Operations Guide and will notify the DDMS Project Management Team immediately. Should the corrective actions taken not resolve the indexing problem, the contractor should stand by for further action as required. The Contractor shall ensure that, on a daily basis by no later than 8:30 a.m. ET (unless directed otherwise by the DDMS Project Manager), following procedures documented in the

Enterprise DDMS Operations Guide, any documents entered into DDMS as ad hoc documents (i.e., have not been pre-filed into the EHD) have been transferred and are available in ADAMS via a process performed under a separate contract. Should there be a problem, the Contractor shall notify the DDMS Project Management Team and database administrators for other impacted systems immediately and stand by for further action as required.

The Contractor shall, on a daily basis by no later than 8:30 a.m. ET (unless directed otherwise by the DDMS Project Manager), record, in a government furnished database, the environmental status of the Rockville A/V room, Las Vegas A/V room, and Las Vegas IT Room using a government furnished environmental monitoring device.

The Contractor shall perform, backups of the local (either Rockville or Las Vegas) servers and systems following procedures documented in the Enterprise DDMS Backup and Recovery Plan.

The Contractor shall confirm that, on a daily basis by no later than 8:30 a.m. ET (unless directed otherwise by the DDMS Project Manager) that the previous night's data backup to the NRC data center was successful and relay any negative results to DDMS Project Management Team together with a plan for resolution following procedures documented in the Enterprise DDMS Backup and Recovery Plan.

The Contractor shall provide support to ASLBP staff, on an as needed basis, in the conversion process to covert paper copy exhibits to electronic documents utilizing government furnished equipment. The government estimates the scanning volume will be two 25 page documents per scheduled hearing day. See Section 4.3.2 for estimates of hearing days per FY.

The Contractor shall ensure that connectivity is maintained between the DDMS installation in the Rockville hearing room and the Las Vegas facility, as well as connectivity to the Internet and to other NRC systems.

The Contractor shall ensure that SQL Server Database replication is functioning, file system replication is functioning, scheduled application processes have initiated and completed successfully, and troubleshoot LAN/WAN connectivity problems working in conjunction with OIS as directed by the DDMS Project Management Team.

The Contractor shall compile two activity reports per month. One shall be due mid-month and one at month-end. Each shall detail the month's activity to-date and include a summary and any events of note from the weekly security reviews and diagnostic reports. These reports shall include a detailed description of any major maintenance, software updates, or configuration changes. The reports shall also include descriptive information on each trouble call or any system malfunctions including the resolution and the time period it took to clear the event. In addition, these reports shall include monthly performance statistics (i.e., approximately how much vendor labor time was used for each task area or trouble call, number of running hours, number of downtime hours, etc.).

The Contractor shall perform database recovery, system restore/rebuild, operating system reinstall, and equipment reboots/restarts as needed to resolve system problems encountered during hearing days as approved/directed by a member of the DDMS Project Management Team. The Contractor shall track the occurrences of these types of events and provide, as part of the month-end activity report, a detailed analysis of events, causes, resolutions and labor effort to resolve.

The Contractor shall coordinate warranty replacement and maintenance contracts of hardware components with the designated warrantor (i.e., Cisco Systems, Dell Computer Corporation) as necessary and where applicable as approved/directed by a member of the DDMS Project Management Team following the procedures in the Enterprise DDMS Configuration Management Plan.

For all modifications made to the hardware, operating systems, and equipment configuration the contractor shall document, following the procedures in the Enterprise DDMS Configuration Management Plan, via appropriate updates, system documentation, inventory records, including the Software Engineering Notebook, Users Guide, operations guide, and inventory database as maintenance requests are completed. This will be completed in conjunction with any application or A/V changes made to either site or the Enterprise DDMS. Documentation updates on the application or the A/V system will be completed within 30 days by the Contractor, and the Contractor is responsible for updating the operations guides in all locations.

The Contractor shall adhere to the NRC's PMM approach for all activities performed under this contract.

The Contractor, following configuration management procedures defined in the Enterprise DDMS Configuration Management Plan, shall be responsible for making necessary changes to ensure that corrective, adaptive and perfective requirements are implemented accurately and fully documented in the shortest amount of time possible.

The Contractor shall be responsible for maintaining and tracking software maintenance licenses on a current basis and ensuring no loss in software maintenance coverage for each server, resident COTS package, including application software, database software, OS software and security/virus detection software including digital signatures software. See Appendix II.

The Contractor shall ensure that all software usage meets Federal copyright laws and that the appropriate number of licenses are maintained and tracked for the software utilized in the operation of the Enterprise DDMS.

The Contractor shall be responsible for preparing and submitting to the DDMS Project Management Team, any software toolkit requests for any new software product, or new software version, that is added to the baseline configuration. It is estimated that this may occur once or twice a year.

The Contractor shall, at a minimum, provide and maintain a supply of hardware components listed in Appendix I in government-provided space in both Rockville and Las Vegas locations

for emergency replacement of key Enterprise DDMS components that are not fully redundant or fault tolerant.

The Contractor shall, upon request, produce ad-hoc reports and queries from any of the DDMS application component system. The NRC estimates that one simple report (e.g. consisting of a query utilizing three or less data sources) and one complex report (e.g. consisting of a query utilizing more than three data sources) per month.

The Contractor shall respond to questions from DDMS account holders pertaining to use and technical aspects of the various application systems as directed by a member of the DDMS Project Management Team or members of the ASLBP staff.

The Contractor shall maintain all DDMS application database tables, including SQL Server and Plumtree tables, following procedures documented in the Enterprise DDMS Operations Manual. This may include posting changes that result from minor data normalization and cleanup activities as the size of the DDMS databases increase.

The Contractor shall inform the DDMS Project Management Team via internal NRC e-mail upon completion of each maintenance and operational support activity. The e-mail will define the action taken and identify any subsequent actions that may be necessary.

4.2.2 Scope of Security Activity

The Contractor, on a quarterly basis, shall evaluate the security posture of the Enterprise DDMS by conducting a test of at least 25% of the National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-53, Recommended Security Controls for Federal Information Systems, security controls that are required for the Enterprise DDMS using Contractor resources that are not directly under the supervision of the division or department that provides operations and maintenance support. The controls shall be selected by the DDMS Project Management Team and provided to the Contractor 10 calendar days prior to the required evaluation date. The Contractor shall use the Enterprise DDMS Security Test and Evaluation Test Plan, which is based on NIST SP 800-53A as the process for conducting the evaluation. Upon completion of the evaluation, the Contractor shall provide the DDMS Project Management Team a report detailing the findings of the evaluation and a Plan of Action for any issues found during the evaluation. The report and plan of action shall be delivered no more than 5 working days after the completion of the evaluation.

The Contractor shall be responsible for reviewing security logs on a daily basis for the Enterprise DDMS routers, firewalls, servers, and workstations to ensure the continued availability of the Enterprise DDMS using government furnished equipment and resources where appropriate. The Contractor shall deliver a weekly report detailing the results of the daily security reviews to the DDMS Project Management Team. A summary including any events of note from these reports will be included in the two activity reports due each month.

The Contractor shall follow NRC IT security policy, as defined on the Information Technology System Security website, and DDMS specific IT Security Procedures, as defined in the Enterprise DDMS Security Guidelines document, as appropriate, for conducting all DDMS IT security functions.

The Contractor shall be responsible for providing a plan of action to ensure that the Enterprise DDMS software and hardware components remain and stay current with Federal Information Technology Security Guidelines when any new or revised guidelines are made available. This includes but is not limited to Federal Information Processing Standards, NIST requirements and NRC Security Policies.

The Contractor, on a yearly basis, shall assist in efforts to complete yearly E-Authentication Risk Assessments and NRC Major Application Security Self-Assessments by provided qualified staff to meet with OIS contractors and the DDMS Project Management Team during assessment interviews.

On a yearly basis, the System Security Plan, Contingency Plan, Security Test and Evaluation Plan, and Backup and Recovery Plan, shall be independently reviewed and tested by an OIS provided contractor. The Contractor shall use the results of these tests as basis for updating, at a minimum, the Enterprise DDMS Risk Assessment, System Security Plan, Contingency Plan, Security Test and Evaluation Plan, and Backup and Recovery Plan as appropriate. Additionally, the Contractor shall be fully responsive and provide all needed support in circumstances where the DDMS Project Management Team members may independently inspect and test security components.

The Contractor, on a quarterly basis, shall evaluate the results of a comprehensive security scan of the Enterprise DDMS by the DDMS Project Team using the OIS approved security scanning tool set. Upon completion of the scans, the Contractor shall provide the DDMS Project Management Team a report detailing the findings of the scan results and a Plan of Action for any issues found during the scans. The report and plan of action shall be delivered no more than 10 working days after the completion of the security scans."

(2) Subsection B.2, "CONSIDERATION AND OBLIGATION," is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this delivery order (ceiling) for the products/services ordered, delivered, and accepted under this delivery order **\$2,633,731.91**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this delivery order is **\$2,633,731.91**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order 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 delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."