

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. M068
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. See Block 14 Below
 5. PROJECT NO. (If applicable)

6. BY CODE S. Nuclear Regulatory Commission
 Division of Contracts
 Attn: T-7-I-2
 Contract Management Branch No. 3
 Washington DC 20555-0001
 7. ADMINISTERED BY (If other than Item 6) CODE U.S. Nuclear Regulatory Commission
 Div of Contracts
 Two White Flint North - MS T-7-I-2
 Contract Management Branch No. 3
 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 S. RATHBUN
 ITS CONTRACTS MANAGER
 3750 CENTERVIEW DR
 CHANTILLY VA 201513200
 CODE 177153319 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS00T98ALD0012 DR-01-0290
 10B. DATED (SEE ITEM 13) 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 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) 710-15-5D1-328 J1100 252A 31X0200.710 \$804,798.57
 FFS# 10770922C-(Partial) RFPA Dtd. 08/02/07 (See Block 14)

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

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: FAR 52.217-9, Option to Extend the Term of the Contract Subsection B.8, Consideration and Obligation
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
710-15-5EE-214	J1285	252A	31X0200.710	\$ 700,000.00	FFS# 10770660	RFPA Dtd.	03/14/07	
710-15-5E1-330	J1145	252A	31X0200.710	\$1,000,000.00	FFS# 10770820C	RFPA Dtd.	07/03/07	
710-15-5E1-330	J1296	252A	31X0200.710	\$ 600,000.00	FFS# 10770802C	RFPA Dtd.	07/03/07	
710-15-5EE-214	J1285	252A	31X0200.710	\$ 137,000.00	FFS# 10770820C	RFPA Dtd.	07/03/07	
710-15-5E1-330	J1144	252A	31X0200.710	\$2,846,000.00	FFS# 10770820C	RFPA Dtd.	07/03/07	
710-15-5E1-330	J1144	252A	31X0200.710	\$ 110,000.00	FFS# 10770683C	RFPA Dtd.	04/02/07	
710-15-5EE-214	J1285	252A	31X0200.710	\$1,890,000.00	FFS# 10770683C	RFPA Dtd.	04/02/07	
710-15-5E1-330	J1144	252A	31X0200.710	\$3,506,600.00	FFS# 10770899C	RFPA Dtd.	07/31/07	
710-15-5E1-330	J1145	252A	31X0200.710	\$1,148,400.00	FFS# 10770899C	RFPA Dtd.	07/31/07	
710-15-5E1-330	J1296	252A	31X0200.710	\$ 125,000.00	FFS# 10770899C	RFPA Dtd.	07/31/07	
							Total Oblg. Amt.	\$12,867,798.57

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)
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber, Contracting Officer
 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
 16C. DATE SIGNED 9/28/07

information on this record was deleted in accordance with the Freedom of Information Act, exemptions 4
 FOIA- 2008-272

The purpose of this modification is to: (1) exercise the four option period (Year 7) of the task order in accordance with Federal Acquisition Regulation Clause 52-217-9, entitled, "Option to Extend the Term of the Contract," and Subsection F.6, entitled, "Duration of Task Order Period," thereby extending the task order period of performance through September 28, 2008. As a result of this action, the ceiling amount of the task order is hereby increased by **\$21,447,962.00** from \$76,068,691.73 to **\$97,516,653.73**, and (2) increase the obligated amount of the task order by **\$12,867,798.57** from \$72,747,274.73 to **\$85,615,073.30**.

Accordingly, the task order is hereby modified as follows:

1. Subsection B.8 - **CONSIDERATION AND OBLIGATION**, are deleted in their entirety and substituted with the following 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 **\$97,516,653.73**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the task order period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this task order is **\$85,615,073.30**. 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 task order. The obligated amount shall, at no time, exceed the task order 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 task order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

2. Subsection F.6 - **DURATION OF TASK ORDER PERIOD**, is deleted in its entirety and substituted with the following in lieu thereof:

"This task order shall commence on September 28, 2001, and will expire on September 2008. The term of this task order contract may be extended at the option of the Government for an additional two (2) one-year periods."

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

Total FY'01 Obligations.....	\$ 627,000.00
Total FY'02 Obligations.....	\$ 9,974,407.71
Total FY'03 Obligations.....	\$11,350,381.33
Total FY'04 Obligations.....	\$11,411,960.00
Total FY'05 Obligations.....	\$11,241,131.78
Total FY'06 Obligations.....	\$20,639,113.00
Total FY'07 Obligations.....	\$20,371,079.48

Cumulative Total of NRC Obligations: **\$85,615,073.30**

This modification obligates FY'07 funds in the amount of **\$12,867,798.57**

All other terms and conditions under this task order remains.

DESCRIPTION	QTY.	UNIT	UNIT PRICE Year 7	TOTAL PRICE Year 7
<u>FIRM FIXED UNIT PRICE</u>				
Task 7: Year 7 Operations Total				
Insurance Coverage (H.2.4)				\$1,162.00
IT Infrastructure Operations (Firm Fixed Unit Price)				\$15,135,000.00
IT Development/Integration (Firm Fixed Unit Price -				
Sr. Systems Architect (Function: Systems Architecture and Engineering)				\$212,160.00
Sr. Systems Engineer (Function: Infrastructure Development)				\$199,680.00
LAN Systems Analyst (NT) (Function: Infrastructure)				\$145,600.00
LAN Systems Analyst (Novell) (Function: Infrastructure)				\$120,640.00
Network Analyst (Function: Infrastructure)				\$153,920.00
UNIX Systems Analyst (Function: Infrastructure)				\$164,320.00
LAN Systems Analyst (NT/Novell) (Function: Server)				\$153,920.00
UNIX Systems Analyst (Function: Server)				\$164,320.00
LAN Systems Analyst (NT) (Function: Workstation)				\$149,760.00
LAN Systems Analyst (NT) (Function: Workstation)				\$149,760.00
LAN Systems Analyst (NT) (Function: Workstation)				\$149,760.00
Security Analyst (Function: Security)				\$178,880.00
Sr. Systems Engineer (Function: Application Integration)				\$178,880.00
Senior Consultant (C&A Expert) - Optional				\$200,200.00
Windows Migration Consultant - Optional				\$187,600.00
Sr. Systems Engineer (Function: Consolidated Test Facility)				\$145,600.00
Sr. Systems Engineer (Function: Consolidated Test Facility)				\$167,040.00
LAN Systems Analyst (Novell) (Consolidated Test Facility)				\$76,960.00
Junior Technician (Gateway Bldg Support)				\$113,280.00
Senior Systems Engineer (Gateway Support)				\$167,040.00
Junior Technician (Executive Blvd Support) - Two				\$226,560.00
Senior Systems Engineer (Executive Support)				\$167,040.00
Technician (CSC Extended Hours) - Four				\$304,704.00
Junior Engineer (NOC Extended Hours) - Four				\$475,200.00
Senior Systems Engineer (NOC Extended Hrs) - Four				\$544,896.00
total CLIN 0007C should NRC exercise all optional positions				\$4,897,720.00

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4

Firm Fixed Price - Labor Hour - - - Junior Technician (Function: Regional) - (Optional)			
Junior Technician (Function: Regional) (Optional) - One	(b)(4)		\$113,280.00
Junior Technician (Function: Regional) (Optional) - One			\$113,280.00
Junior Technician (Function: Regional) (Optional) - One			\$113,280.00
Junior Technician (Function: Regional) (Optional) - One			\$113,280.00
LAN Admin (Function: Regional) (Optional) - One			\$87,360.00
Subtotal CLIN 0007D should NRC exercise all optional positions			\$540,480.00
Firm Fixed Unit Price - Labor Hour - - - Senior LAN Administrator (Function: High-performance computing environment) - (Optional)			
LAN Admin - High-performance computing environment			\$87,360.00
LAN Admin - High-performance computing environment			\$87,360.00
LAN Admin - High-performance computing environment			\$87,360.00
LAN Admin - High-performance computing environment			\$87,360.00
Subtotal CLIN 0007E should NRC exercise all optional positions			\$349,440.00
Firm Fixed Unit Price - Labor Hour - - - ADAMS LAN Administrator (Function:ADAMS) - (Optional)			
ADAMS LAN Admins (Optional) - ADAMS (Optional)			\$87,360.00
ADAMS LAN Admins (Optional) - ADAMS (Optional)			\$87,360.00
ADAMS LAN Admins (Optional) - ADAMS (Optional)			\$87,360.00
ADAMS LAN Admins (Optional) - ADAMS (Optional)			\$87,360.00
ADAMS LAN Admins (Optional) - ADAMS (Optional)			\$87,360.00
ADAMS LAN Admins (Optional) - ADAMS (Optional)			\$87,360.00
Subtotal CLIN 0007F should NRC exercise all optional positions			\$524,160.00
COTS Catalog Services			NSP
Total CLIN 0007 should NRC exercise all options			\$21,447,962.00

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4