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|--|--|---|---------------------|---|---------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | BPA NO | 1. CONTRACT ID CODE | PAGE 1 | OF PAGES 6 |
| 2 AMENDMENT/MODIFICATION NO M088 | | 3. EFFECTIVE DATE See Block 16c | | 4. REQUISITION/PURCHASE REQ. NO 01-0290 | |
| 5 PROJECT NO (If applicable) | | | | | |
| 6 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: Michael Turner- TWB-01-B10M Information, Management and Technology Branch Washington DC 20555-0001 | | 7 ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Mailstop: TWB-01-B10M Information, Management and Technology Branch Washington, DC 20555-0001 | | | |
| 8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC ATTN: CARLOS FIGUEIRAS ITS CONTRACTS MANAGER 11955 FREEDOM DRIVE RESTON, VA 20190 | | (X) 9A AMENDMENT OF SOLICITATION NO | | 9B DATED (SEE ITEM 11) | |
| CODE 177153319 | | FACILITY CODE | | 10A. MODIFICATION OF CONTRACT/ORDER NO GS00T98ALD0017 DR-01-0290 | |
| | | X 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)

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) Bilateral Modification -
X FAR 52-212-4 Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to provide for a within-scope-change to centralize the management of agency laptops.

See the attached pages for details of 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) <i>Carlos E. Figueiras</i> Contracts Manager | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael A. Turner, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign) | 15C. DATE SIGNED 6/30/10 | 16B. UNITED STATES OF AMERICA BY <i>Michael A. Turner</i> (Signature of Contracting Officer) | 16C. DATE SIGNED 6/29/2010 |

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 30 2010

ADM002

The purpose of this modification is to provide for a within scope change to centralize the management of agency laptops in accordance with the enclosed statement of work and L-3 Communications Government Services, Inc. (L-3) proposal dated October 1, 2009, as amended October 13, 2009, November 16, 2009, April 29, 2010, June 6, 2010, June 23, 2010, and June 29, 2010. This task order modification confirms the authorizations provided to L-3 via e-mails dated, October 13, 2010 (Bullet Items 2, 4, 5, 6, 7, 9), December 8, 2009 (Bullet Item 8), and December 18, 2009 (Bullet Item 3) to commence work under this effort with a temporary cost ceiling not-to-exceed \$1,089,316.00. As a result of this action, the total estimated value, inclusive of all options of this task order is hereby increased by \$3,719,562.00 from \$153,347,158.99 to \$157,066,720.99. See Items A-I below for configuration of the product classes and core service bands.

Accordingly, the task order is hereby modified as follows:

- A. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band under CLIN 0009B of Year 9 (OPTION) for an "Agency-Wide Enterprise Encryption Infrastructure." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|--------------------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | Enterprise Encryption Solution | PCENTENCRYPT | | | | |
| Year 9 CLIN 0009B | Enterprise Encryption Solution | CSBENTENCRYPT | | | | |

Total PC/CSB costs for Enterprise Encryption Solution: \$607,236.00

- B. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band under CLIN 0009B of Year 9 (OPTION) for a "Contact Synchronization Tool." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|-----------------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | BlackBerry Itrezzo Services | PCITREZZO | | | | |
| Year 9 CLIN 0009B | BlackBerry Itrezzo Services | CSBITREZZO | | | | |

Total PC/CSB costs for Blackberry Itrezzo Services: \$90,000.00

- C. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band under CLIN 0009B of Year 9 (OPTION) to expand the "Laptop Loaner Program." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|-----------------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | Expanded Loaner Laptop Pool | PCSTD LAPTOP | | | | |
| Year 9 CLIN 0009B | Expanded Loaner Laptop Pool | CSBSTD LAPTOP | | | | |

Total PC/CSB costs for Laptop Loaner Program: \$60,600.00

- D. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band under CLIN 0009B of Year 9 (OPTION) for a "Network Access Control Solution (NAC)." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|-------------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | Enterprise NAC Solution | PCENTNAC | | | | |
| Year 9 CLIN 0009B | Enterprise NAC Solution | CSBENTNAC | | | | |

Total PC/CSB costs for Enterprise NAC Solution: \$532,788.00

- E. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," add the following product classes under CLIN 0009B of Year 9 (OPTION) for "Domestic and International Broadband Service." The PC unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1 | Yearly Cost |
|-------------------------|---------------------------------|---------------------------------|------|--------|-----------------|-------------|
| Year 9 CLIN 0009B | Domestic Broadband Service | PCDOMESTICBBSVC | | | | |
| Year 9 CLIN 0009B | International Broadband Service | PCINTERNATIONALBBSVC | | | | |

Total PC costs for Domestic and International Broadband Service: \$570,000.00

- F. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add product class/core service band PCEMAILCOOP/CSBEMAILCOOP and in support of this effort increase the estimated quantities of existing product class/core service band PCLEVEL1SVR/CSBLEVEL1SVR under CLIN 0009B of Year 9 (OPTION) for an "E-mail COOP Solution." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|----------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | E-mail COOP Solution | PCEMAILCOOP | | | | |
| Year 9 CLIN 0009B | E-mail COOP Solution | CSBEMAILCOOP | | | | |
| Year 9 CLIN 0009B | E-mail COOP Solution | PCLEVEL1SVR | | | | |
| Year 9 CLIN 0009B | E-mail COOP Solution | CSBLEVEL1SVR | | | | |

Total PC/CSB costs for E-mail COOP Solution: \$48,912.00

- G. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product classes and core service bands under CLIN 0009B of Year 9 (OPTION) for an "Office Communication Service Solution (OCS)." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|----------------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | OCS Core Services | PCOCSCORESERVICE | | | | |
| Year 9 CLIN 0009B | OCS Core Services | CSBOCSCORESERVICE | | | | |
| Year 9 CLIN 0009B | OCS Media Services | PCOCSMEDIAGATEWAY | | | | |
| Year 9 CLIN 0009B | OCS Media Services | CSBOCSMEDIAGATEWAY | | | | |
| Year 9 CLIN 0009B | OCS Audio Headset | PCOCSHEADSET | | | | |
| Year 9 CLIN 0009B | OCS Archiving Service | PCOCSARCHIVESERVICE | | | | |
| Year 9 CLIN 0009B | OCS Group Chat Service | PCOCSGROUPCHAT | | | | |
| Year 9 CLIN 0009B | OCS Standby Server Service | PCOCSSTANDBYSERVER | | | | |

Total PC/CSB costs for Office Communication Service Solution: \$588,834.00

- H. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product classes and core service bands under CLIN 0009B of Year 9 (OPTION) for an additional 800 Secure Dockable Laptops." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|----------------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | Dockable Laptop Pool | PCSTDLAPTOPDS | | | | |
| Year 9 CLIN 0009B | Dockable Laptop Pool | CSBSTDLAPTOPDS | | | | |
| Year 9 CLIN 0009B | Dockable Laptop Pool | PCLWLAPTOPDS | | | | |
| Year 9 CLIN 0009B | Dockable Laptop Pool | CSBLWLAPTOPDS | | | | |

Total PC/CSB costs for Secure Dockable Laptops: \$1,152,000.00

- I. Under Table 3 Schedule B-T1, "Product Class Monthly Prices," and Table 4 Schedule B-T2, "Core Service Band Monthly Prices," of the task order, add the following product class and core service band under CLIN 0009B of Year 9 (OPTION) for an " 6 Remote Access Systems (RAS)." The PC/CSB unit prices and yearly totals are as follows:

| Year/CLIN | Description | Product Class/Core Service Band | Qty. | Months | Unit Price B-T1/B-T2 | Yearly Cost |
|-------------------------|-------------|---------------------------------|------|--------|----------------------|-------------|
| Year 9 CLIN 0009B | RAS Servers | PCLEVEL3SVR | | | | |
| Year 9 CLIN 0009B | RAS Servers | CSBLEVEL3SVR | | | | |

Total PC/CSB costs for RAS Servers: \$69,192.00

- J. Subsection B.8 - **CONSIDERATION AND OBLIGATION**, is deleted in its 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 **\$157,066,720.99**. 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 **\$152,476,179.31**. 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."

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..... | \$20,371,079.44 |
| Total FY'08 Obligations..... | \$22,362,208.00 |
| Total FY'09 Obligations..... | \$30,551,897.14 |
| Total FY'10 Obligations..... | \$13,947,000.00 |

Cumulative Total of NRC Obligations: **\$152,476,179.31**.

There is no funding activity associated with this task order modification.

All other terms and conditions under this task order remains unchanged.

**STATEMENT OF WORK
INFRASTRUCTURE SERVICES AND SUPPORT CONTRACT (ISSC)
CENTRALIZE THE MANAGEMENT OF LAPTOPS**

1.0 Background

The U.S. Nuclear Regulatory Commission (NRC) uses a General Services Administration (GSA) seat management services task order to provide agency-wide information technology (IT) infrastructure and support services. The Contractor provides, maintains and supports agency-wide workstations and supporting infrastructure including file/print servers, network printers, network routers, hubs and switches, e-mail, firewall, and intrusion detection and security systems.

NRC requires a high standard of functionality, reliability, performance and interoperability to meet the programmatic and business needs of the agency, including responding to emerging requirements such as supporting a mobile workforce while continuing to ensure information security.

NRC Headquarters is located in several buildings in Rockville and Bethesda, MD, and there are various Regional Offices and Resident Sites for which services are provided under the Seat Management contract. Additional building space at new locations is being acquired and additional services are required to support a highly mobile workforce. Also, the NRC is moving many of its Wide Area Network connections to Verizon's very high speed Backbone Network Service (vBNS+) which is a fully meshed network using Multiprotocol Label Switching (MPLS).

2.0 Objective

The objective of this task order modification is to develop a plan to centralize the management of laptops in the agency to ensure security.

3.0 Work Requirements

The Contractor shall provide the following items:

- Provide the NRC with an agency-wide enterprise encryption infrastructure. The Contractor shall design, develop, deploy, maintain, and support an agency-wide enterprise encryption solution to support the NRC's mobile and desktop computing security needs. If it is determined that the enterprise encryption solution is other than WinMagic SecureDoc, the new solution will replace WinMagic.
- Provide and support a Contact Synchronization Tool and associated infrastructure for the purpose of updating contact information on BlackBerrys. On a predetermined schedule, the tool will update user contact information stored in mailbox servers throughout the agency, which can then update BlackBerry users contact lists with the new information. This will be especially useful (and necessary) for the maintenance of BlackBerry Pin numbers. Updated Pin numbers are crucial to the Pin-to-Pin solution implemented at the agency in support of COOP, DR, exercises, and emergency situations.

- Expand the laptop loaner program by up to 120 laptop units. These laptops will support the expansion of the program at Headquarters and extension of the program to Regional offices.
- Provide the Agency with a scalable/robust Network Access Control (NAC) solution.
- Add Domestic and International Broadband Cell Cards for Agency supported laptops. A maximum of 500 Domestic and 50 International.
- Provide eMail replication and Blackberry functionality from HQ to the NRC COOP site.
- Provide the agency the infrastructure to support a robust Office Communication Server (OCS) solution.
- Provide up to 800 additional secure dockable laptops that will displace existing desktop systems.
- Provide six additional servers for the NRC Remote Access System (RAS) in order to host applications at Headquarters (2 servers) and in the regions (4 servers). Application licenses will be provided by the offices requesting this access.

4.0 Deliverables

The Contractor shall provide a detailed project implementation plan, detailed project schedule, and resource requirements to the NRC Project Officer for the implementation of this effort. The implementation plan as well as the due dates of these requirements will be coordinated with and agreed to by the NRC Project Officer.

5.0 Meetings

The Contractor shall participate in meetings as requested by the NRC Project Officer.

6.0 Reports

As required under Section F.5, "Deliveries or Performance," Subsection entitled, "NRC Contract Data Requirement List," of the task order.

7.0 Period of Performance

October 13, 2009 - September 27, 2010