

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
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2. Amendment/Modification No. M008	3. Effective Date Sep 22, 2008	4. Requisition/Purchase Req. No. NTIA4700-8-48043	5. Project No. (if applicable)
6. Issued By U.S. DEPARTMENT OF COMMERCE/NOAA OFA/EXT CLIENTS ACQUISITION MGT D /OFA6 1305 EAST-WEST HWY., 7TH FLOOR SILVER SPRING, MD 20910 DIANE R. TRICE 301-713-0838 x 102		7. Administered By (if other than Item 6) SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) INTERNATIONAL BUSINESS MACHINES 6710 ROCKLEDGE DRIVE BETHESDA MD 208171834	Vendor ID: 00000832 DUNS: 835130485 CAGE: 3BXY7	(X)	9A. Amendment of Solicitation No.
			9B. Date (See Item 11)
		X	10A. Modification of Contract/Order No. DG1335-07-CQ-0054
			10B. Date (See Item 13) Aug 15, 2007

Code 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)
See Schedule \$ US 0.00

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


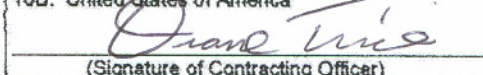
(x)	A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
X	D. Other (Specify type of modification and authority) Mutual Agreement of the Parties
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)

The Purpose of this modification is to adjust the Consumer Education Service Level Standards within the Performance Work Statement, as detailed within this modification, and to identify or assign value to materials and services to be provide by IBM instead of certain materials and services in the PWS, and to change the delivery date for the Quality Monitoring and Control Plan.

This is a mutual agreement between the parties at no additional cost to the government, and the adjustments agreed to are limited to those described herein. There is no change in contract value.

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) MARYANNE MANZI, CONTRACTS MGR	16A. Name and title of Contracting Officer (Type or Print) DIANE R. TRICE 301-713-0838 x 102 Contract Specialist Diane.Trice@noaa.gov
15B. Contractor/Officer  (Signature of person authorized to sign)	15C. Date Signed 9-22-08
16B. United States of America	16C. Date Signed  (Signature of Contracting Officer) Sep 22, 2008

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0002AA	Consumer Education (FFP) Accounting and Appropriation Data: 61..0.7470100.0.3.0000..07.07010.0000.063000000 00.00.2599..000000	1	LT	3,426,757.00	3,426,757.00

1. In Section F.5 Delivery Table, Paragraph a., Item 23, Quality Monitoring and Control Plan, change the delivery from “Final 30 days after contract award” to “December 15, 2007.”
2. Incorporate the following revisions to the Performance Work Statement (PWS) as it applies to Section 2.2 Consumer Education and the allocated types of materials and printed quantities estimated in the PWS to the materials and printed quantities listed in the Consumer Education Plan.

Replace the following list in Section 2.2 of the PWS

Material	Quantity
Stakeholder Brochures (tri-fold, B&W, + one color)	200,000
Posters (four color, 17x22")	50,000
Consumer information cards (4x9", B&W, + one color)	1,000,000
Reminder Magnets	1,000,000

with the following list from the Final Consumer Education Plan:

Material	Quantity
One-page fact sheet to assist consumers in making a transition action decision (English and Spanish)	1,000,000
One-page fact sheets on details of the coupon program (English and Spanish)	1,000,000

3. The Government expects that a need for additional printed materials may be identified or other activities identified as necessary to perform within the Consumer Education requirements that neither party is aware of at this point in the Program. Therefore, up to \$50,000 in funds associated with the printed materials referenced above must remain available for use as NTIA identifies such need.
4. Delete the activity in PWS, Section 2.2 Consumer Education, for conducting a regular survey-tracking program, including a baseline survey, a mid-point survey, and an end-point survey, to assess response to the Coupon Program, focusing on low income, Hispanic, African American, and rural audiences
5. These survey activities were identified to cost approximately \$90,000. Throughout the Contract Period of Performance, the Government expects that other activities may be identified as necessary to perform within the Consumer Education requirements that neither party is aware of at this point in the Program. Therefore, up to \$90,000 in funds associated with the survey activities referenced above must remain available for use as NTIA identifies such need.
6. Incorporate revisions to Contract Attachment III, Table 3A-2: Service Level Standards (SLS)

Replace the following four (4) Consumer Education Service Level Standards listed in Contract Attachment III Table 3A-2: Service Level Standards for in SLIN0002AA :

Service Level Standard	Weight Factor to Determine Performance Credit	Measurement Indicator	Frequency (Reporting)
Partner support at kick-off: Three partners supporting the campaign by the national kick-off event.	20%	A signed Letter of Agreement from the partnering organizations	One time occurrence timed to the national launch of the campaign
Partner support at mid-point: A additional three partners supporting the campaign at the operational phase mid-point	20%	A signed Letter of Agreement from the partnering organizations	One time occurrence at the half way between national launch date and February 17, 2009
Media Impressions: Two million media impressions per quarter	40%	Weekly media log including estimated impressions based on information from Factiva media database, VMS and other independent media monitoring services as necessary.	Quarterly beginning at time of national launch event
Content of media stories: Web site and/or phone number in 25% media coverage	20%	Weekly media monitoring based on information from Factiva media database, VMS and other independent media monitoring services as necessary.	Quarterly beginning at time of national launch event.

With the following SLS for Consumer Education, SLIN002AA :

Service Level Standard	Weight Factor to Determine Performance Credit	Measurement Indicator	Frequency (Reporting)
Media Outreach: Disseminate information about the Coupon Program to 100 media outlets per month throughout the participation phase.	3% (per month over 13 months; total 39%)	Distribution to 75 outlets equal 50% payment	Monthly
Media Impressions: Garner 13 million media impressions related to the Coupon Program per quarter.	6% (per quarter over four quarters; total 24%)	10 million media impressions equal 50% payment	Quarterly
Partner Activity: Garner 15 activities per quarter executed by partners. (Activity defined as disseminating information about the Coupon Program to partner members, constituents or the target	5% (per quarter over four quarters; total 20%)	10 activities equal 50% payment	Quarterly

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audiences.)			
Partner Commitment: Garner 50 partner LOAs. The 50 will include a geographic and demographic mix, with minimum per geographic/demographic target outlined below: Geographic Partners National reach 25 Regional Reach 25 Demographic Partners Minorities 8 Seniors 3 Disabled 2 Rural 2	17%	45 signed letters equal 75% payment 35 signed letters equal 50% payment	One time occurrence; by December 31, 2008