

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code  
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2. Amendment/Modification No. M007	3. Effective Date Sep 12, 2008	4. Requisition/Purchase Req. No. NTIA4700-8-48213	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 data, 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  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 modify CLIN 0008 by setting forth the terms, conditions, quantities, and pricing for an Equitable Adjustment to provide for up to 17,000,000 additional coupon distribution transactions ("New Quantity").

Three new SLINs (Sub Line Item Number) are established: 0008B, 0008C, and 0008D. SLIN 0008B is the net Equitable Adjustment amount for the 6,000,000 coupons ordered under Mod M006, increasing the rate from \$1.66 to \$2.01. SLIN 0008C adds an additional quantity of 11,000,000 coupon distribution transactions and establishes the unit price for distribution transactions in the New Quantity of \$2.01. SLIN 0008D is for the actual plastic card stock to be ordered separately.

Once funded by separate Task Orders, the total estimated contract value is increased by \$27,905,000, from \$129,317,235.16 to \$157,222,235.16. The government stipulates that a minimum of \$142,000,000.00 will be fully funded.

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 MANAGER	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  Mcanme	15C. Date Signed 9-12-08
(Signature of person authorized to sign)	16B. United States of America  Diane Trice
	16C. Date Signed Sep 12, 2008 (Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

**SCHEDULE**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0008B	<p>Increase dollar value of first 6,000,000 order of New Quantity to \$12,060,000 (6,000,000@\$2.01). This will result in equitable adjustment of \$3,075,000 from previous order of \$8,985,000.</p> <p>Accounting and Appropriation Data: 61.08.4701000.300.0007.070100000.63000000000 00002.59900000.000000</p>	1	LT	3,075,000.00	3,075,000.00
0008C	<p>New Quantity of coupon distribution transactions are increased to 17,000,0000 by increasing quantity by 11,000,000 and dollar value by \$22,110,000 (11,000,000 @\$2.01).</p> <p>Accounting and Appropriation Data: 61.08.4701000.300.0007.070100000.63000000000 00002.59900000.000000</p>	1	LT	22,110,000.00	22,110,000.00
0008D	<p>Increase contract value by \$2,720,000 for the purchase of plastic for New Quantity (17,000,000 @\$0.16)</p> <p>Accounting and Appropriation Data: 61.08.4701000.300.0007.070100000.63000000000 00002.59900000.000000</p>	1	LT	2,720,000.00	2,720,000.00

The above numbered contract is hereby modified to set forth the terms conditions, quantities and pricing for an Equitable Adjustment associated with the order of 6,000,000 coupons in modification M006 and to allow the Government to order up to an additional 11,000,000 coupons above the amounts stated in modification M006. The Government and the contractor agree to the following changes:

1. The unit price for distribution of up to 17 million coupons in CLIN 0008 is \$2.01 per coupon.
2. The period of performance remains unchanged for any additional coupons distributed as a result of the New Quantity increase described in item 1 above.
3. The Performance Work Statement is hereby modified as follows

a. Section 1.4.3.4 Consumer Exception Tracking/Reporting Subsystem

DELETE: "Applicants receiving a denial via the phone will be able to escalate their request

to a supervisor who will validate the denial or have the authority to override (properly tracking the reason for the override.)"

ADD: "Applicants receiving a denial via the phone will be directed to a designated appeal address to which they may write."

b. Section 2.5.3 Coupon Distribution and Consumer Support, first bullet,

DELETE: "Staff the call center using combination of IBM Team employees and two key small business suppliers who are long term partners and who understand our requirements and can respond quickly. For peak volumes, we plan to staff up to 150 CSRs internally; if required, we will utilize some of our existing small business partners or additional IBM capabilities to expand the call center support. The consumer call center will be in operation with live operators available 24 hours a day, 7 days a week."

ADD: "Staff the call center in order to use program resources most efficiently. The consumer call center will be in operation with live operators available during peak demand hours, and will exclude holidays, overnight shifts, and other times of lower demand."

4. Other than as stated in the modification, the terms and conditions of this Performance-Based Contract remain as stated in the basic contract.