

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

EPA NO

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M003		3. EFFECTIVE DATE 07-08-2005	4. REQUISITION/PURCHASE REQ. NO. RFP# Rec'd 5/23/2005	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch 3 Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	7. ADMINISTERED BY (if other than item 6) U.S. Nuclear Regulatory Commission Contract Management Branch 3 Division of Contracts Mail Stop T-7-I2 Washington, DC 20555	
			CODE 3100	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
PEC SOLUTIONS INC			
12730 FAIR LAKES CIR			9B. DATED (SEE ITEM 11)
FAIRFAX VA 220333490			
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4366G NRC-02-04-011
FACILITY CODE			10B. DATED (SEE ITEM 13) 08-27-2004

**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) Not applicable to this modification.

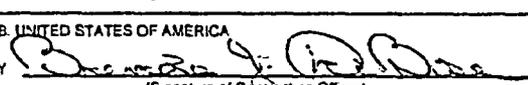
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(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:
X	D. OTHER (Specify type of modification and authority) Federal Acquisition Regulation 52.243-3 - Changes

**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.)  
Refer to the next page for the continuation of this 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Brenda J. DuBose Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	09-26-2005

STANDARD FORM 30 (REV 10-83)

TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

The purpose of the subject modification is to provide for the following changes under the subject delivery order, at no additional cost or increase to the current delivery order ceiling amount of \$3,076,283.01.

1. Authorize PEC Solutions, Inc. (PEC) to revise the Application Service Provider from Oracle On Demand to Integrated Communications Services as reflected under its letter to the NRC dated April 14, 2005, which is hereby incorporated by reference and made a part hereof this delivery order modification;
2. Authorize PEC to utilize the services of MCI Data Centers to meet the NRC's requirement for an operationally ready SafeSource failover/disaster recovery site, as reflected in PEC's letter to the NRC dated June 28, 2005, which is hereby incorporated by reference and made apart hereof this delivery order modification;

In consideration for the above, PEC acknowledges that its organization will provide to the NRC a Virtual Private Network (VPN) appliance to be used in NRC's firewall. VPN maintenance and failover site maintenance shall be the responsibility of PEC, and shall be performed within the current delivery order ceiling amount.

3. The NRC will provide to PEC for use at the MCI Data Centers, as Government furnished equipment/property, the following items. As a result, Paragraph 10.1 - Order Terms, Conditions, and Requirements, is hereby revised to incorporate Subparagraph 10.15 - Government Furnished Property/Equipment as follows:

"Paragraph 10.15 - Government Furnished Equipment/Property

- (a) The NRC will provide the contractor with the following items for use under this delivery order:
  - Four (4) servers - External Web, Web/Application, Application, and Database;
  - One (1) FIPS 140-2 compliant VPN Router (Cisco 2651)
  - One (1) Switch
  - One (1) Tape Unit
- (b) Only the equipment/property listed above in the quantities shown will be provided directly by the Government. This property is subject to the provisions of the Government Property clause under the delivery order. All other equipment/property required in performance of the delivery order shall be furnished by the Contractor."

4. The NRC hereby authorizes PEC to act on behalf of the Government in the acquisition of COTS software licenses and hardware available for purchase by Government agencies under the General Services Administration (GSA) Federal Supply Schedule (FSS), in furtherance of the SafeSource Phase I Acquisition under the subject NRC delivery order. Specifically, you are authorized to acquire the COTS software licenses and equipment listed in the attachment to your organization's letter dated April 14, 2005, which is hereby incorporated by reference and made a part hereof this modification, which is approved by the NRC for support of the SafeSource Phase I Acquisition, from the following GSA FSS vendor's contract:

CONTRACTOR

Dell

GSA SCHEDULE NO.

GSA-35F-4076D

Title to the software will vest with the Government upon delivery and acceptance of the SafeSource Phase I system by the NRC.

Purchase orders under GSA schedule contracts shall be placed in accordance with the terms and conditions of the GSA schedule contract and this authorization, and shall include the address to which mail, freight, and billings are to be sent. A copy of this authorization shall be attached to the order (unless a copy was previously furnished to the GSA contractor) and shall contain the following statement:

"This order is placed on behalf of the U.S. Nuclear Regulatory Commission in furtherance of the United States Government Contract/Delivery Order Number NRC-02-04-011, pursuant to the written authorization attached. In the event of any inconsistency between the terms and conditions of this order and the applicable GSA schedule/contract, the latter will govern."

The authority hereby granted for the acquisition of the COTS software licenses and equipment is effective from the date of this modification, for a period not to exceed 90 days, and is not transferable or assignable. The acquisition of the software licenses and equipment shall not exceed \$261,000.00.

NOTE: This modification confirms written notification (i.e., e-mail) provided to PEC on July 8, 2005, by Brenda DuBose, authorizing PEC to proceed with the effort reflected in this modification of which PEC provided e-mail acceptance of the modification to the NRC on July 8, 2005. (PEC is hereby notified that the subject modification has been renumbered from Modification No. 2 to Modification No. 3 as a result of the issuance of previous modifications issued under this delivery order.)

All other terms and conditions under this delivery order remains unchanged, including the delivery order ceiling amount of \$3,076,283.01.