

2. AMENDMENT/MODIFICATION NO. <b>M039</b>	3. EFFECTIVE DATE 12-14-2005	4. REQUISITION/PURCHASE REQ. NO. FFS #: ASI-06-300 dtd 11-17-2005	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts - CMB#3 Two White Flint North - MS T-7-I-2 Washington, DC 20555-0001	CODE 3100	7. ADMINISTERED BY (if other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts CMB#3 Two White Flint North - MS T-7-I-2 Washington, DC 20555-0001	CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  A T & T GOVERNMENT SOLUTIONS, INC. ATTN: JOLIE LAGRANGE-JOHNSON CONTRACTS ADMINISTRATOR 1900 GALLOWS RD STE 105  VIENNA VA 221823865	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4507G <b>DR-01-0078</b>
	X	10B. DATED (SEE ITEM 13) 12-14-2000
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) B&R: 67D-15-300-189, JOB CODE: M7027, BOC: 252A  
 APPN. NO.: 31X0200 **OBLIGATE: \$200,000.00**

**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 data, 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) Bilateral, Changes clause and mutual agreement of the parties.

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 (two) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 See the continuation pages, with one attachment.

DUNS:00-968-3442

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Jolie Lagrange-Johnson</i> Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert B. Webber Contracting Officer
15B. CONTRACTOR/OFFICER <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/13/05
18B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	18C. DATE SIGNED 12/12/05

The purpose of this modification is to:

- (1) correct minor mathematical errors in Section A.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS, paragraph 3 - SCHEDULE, OPTION PERIOD 4 (*See Attachment No. 1*);
- (2) extend the period of performance of the subject task order for an additional three months (December 14, 2005 through March 13, 2006) to allow AT&T to continue to provide operation and maintenance (O&M) services for NRC's Licensing Support Network (LSN).
- (3) revise Section A.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS, paragraph 3 - SCHEDULE, OPTION PERIOD 4 (*Attachment No. 1 to this modification*), as follows:
  - (a) Under LABOR HOUR (CLIN E001) - LSN STAFF SUPPORT SERVICES IN ACCORDANCE WITH THE SOW:
    - increase the number of labor hours for the Principal Engineer/Analyst (00003) by [REDACTED] from 1,850 to 2,696 labor hours;
    - increase the number of labor hours for the Senior Systems Analyst/Programmer (00004) by [REDACTED] from [REDACTED] to [REDACTED] labor hours;
    - increase the number of labor hours for the Systems Analyst/Programmer (00005) by [REDACTED] from [REDACTED] to [REDACTED] labor hours; and
    - increase the number of labor hours for the Senior Engineer/Scientist/Analyst (00019) by [REDACTED] from [REDACTED] to [REDACTED] labor hours.

As a result of the above changes, the total amount of CLIN E001 is increased by **\$176,712.64** from **\$521,937.06** (*includes mathematical corrections*) to **\$698,649.70**.

(b) Under FIRM FIXED PRICE CLIN E002 - HOST WEBSITE (Monthly), add 3 months of service, from 11 to 14 months, thereby increasing the total Firm Fixed Price of CLIN E002 by **\$55,197.00**, from **\$202,389.00** to **\$257,586.00**. (*See Attachment 1*)

Therefore, the total amount of Option Period 4 is increased by **\$231,909.64** from **\$876,240.36** (*includes minor mathematical corrections*) to **\$1,108,150.00**.

Reference is made to AT&T's cost proposal dated December 9, 2005 in response to this extension.

- (4) revise subsection A.2 CONSIDERATION AND OBLIGATION by: (a) increasing the total estimated cost of the task order by **\$231,909.64** from **\$6,140,813.23** (*includes minor mathematical corrections*) to **\$6,372,722.87**, which reflects services associated with this modification; and (b) providing funding which increases the obligated amount by **\$200,000.00** from **\$6,083,980.87** to **\$6,283,980.87**.

Accordingly, the task order is modified as follows:

1. Under Section A.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE /COSTS, paragraph 3 - SCHEDULE - OPTION PERIOD 4, is deleted entirely and the following attached revision is substituted in-lieu thereof (*See Attachment No. 1 to this modification*):
2. Under Subsection A.2 CONSIDERATION AND OBLIGATION, the total estimated cost of the task order is increased by \$231,909.64 from \$6,140,813.23 (*includes mathematical corrections*) to \$6,372,722.87, and the obligated amount is increased by \$200,000.00 from \$6,083,980.87 to \$6,283,980.87. Therefore, the first sentence of paragraphs (a) and (b) are deleted entirely and the following is substituted in-lieu thereof:  
  
“(a) The total estimated amount of this contract (ceiling) for the product/services ordered, delivered, and accepted under this contract is \$6,372,722.87.”  
  
“(b) The amount presently obligated with respect to this contract is \$6,283,980.87.”
3. Under Block Number 17. - SCHEDULE, Item (B) - SUPPLIES OR SERVICES, OPTIONAL FORM 347, the sentence beginning with “PERIOD OF PERFORMANCE...” is deleted entirely and the following is substituted in lieu thereof:  
  
“PERIOD OF PERFORMANCE: December 14, 2000 through March 13, 2006”

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

Total FY2001 obligations	\$2,172,000.00
Total FY2002 obligations	\$ 865,320.43
Total FY2003 obligations	\$1,226,660.00
Total FY2004 obligations	\$ 840,000.44
Total FY2005 obligations	\$ 980,000.00
<b>Total FY2006 obligations</b>	<b>\$ 200,000.00</b>
 Cumulative Total of NRC Obligations	 \$6,283,980.87

This modification obligates \$200,000 in FY2006 funds.

All other terms and conditions remain unchanged.

OPTION PERIOD 4 (January 14, 2005 to March 13, 2006)

LABOR HOUR (CLIN E001)

	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price*</u>	<u>Total Amount</u>
E001 LSN STAFF SUPPORT SERVICES IN ACCORDANCE WITH THE SOW				
-Principal Staff Scientist/ Analyst Engineer (Project Manager)				\$ 18,927.00
-Principal Engineer/Analyst (Task Area Lead 3)				\$ 29,180.00**
-Principal Engineer/Analyst (Senior Software Engineer)				\$ 14,590.00
-Systems Analyst/Programmer (Junior Engineer)				\$ 37,811.73
-Principal Engineer/Analyst (Senior Database Analyst)				\$ 10,650.70**
-Senior Systems Analyst/ Programmer (00004) (Database Administrator)				\$ 45,315.60
-Technical Editor (Technical Writer)				\$ 10,427.32**
-Senior Doc/Admin Spt Spec (Clerical)				\$ 3,824.47**
-Principal Engineer/Analyst (00003)				\$ 411,760.08
-Senior Engineer/Scientist/ Analyst (00019)				\$ 116,162.80
<b>Direct Labor Total*</b>				<b>\$ 698,649.70</b>

\*Represents a blended rate. The NRC will be billed the actual GSA schedule labor rates.

\*\*Mathematical corrections from previous SCHEDULE (Mod. 38)

FIRM FIXED PRICE (CLIN E002 and E003)

	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
E002 Host Website (Monthly)	[REDACTED]	[REDACTED]	[REDACTED]	\$ 257,586.00
E003 Commercial Software Upgrade/Maintenance	[REDACTED]	[REDACTED]	[REDACTED]	\$ 79,846.00

COST REIMBURSEMENT (CLIN E004)

E004 Travel [One - (5) day trip to Las Vegas for (2)]	[REDACTED]	[REDACTED]	[REDACTED]	\$ 3,188.00
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Subtotal Option Period 4.....\$1,038,909.70

LABOR HOUR ECP#6 Tasks 1 and 2 (CLIN E005)

E005 LSN STAFF SUPPORT SERVICES IN ACCORDANCE WITH THE SOW				
-Principal Engineer	[REDACTED]	[REDACTED]	[REDACTED]	\$ 48,873.60
-Principal Staff Scientist/ Engineer/Analyst (00018)	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,981.30
-Senior Engineer/ (00019)	[REDACTED]	[REDACTED]	[REDACTED]	\$ 13,052.00
-Functional Area Specialist (00034)	[REDACTED]	[REDACTED]	[REDACTED]	\$ 5,333.40

Subtotal Labor (ECP#6) \$ 69,240.30

Total Option Period 4.....\$1,108,150.00

TOTAL AMOUNT FOR ALL SERVICES ALL PERIODS.....\$6,283,980.87

The fixed unit price of each line item shown above to meet requirements as delineated in Section entitled "Statement of Work" shall include all cost deemed necessary by the offeror.