

2. AMENDMENT/MODIFICATION NO. M056	3. EFFECTIVE DATE 03-20-2006	4. REQUISITION/PURCHASE REQ. NO. DR-01-0290	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts - CMS#3 Two White Flint North - NS T-7-I-2 Attn: H. (Eddie) Colon, Jr. Washington, DC 20555-0001	3100	7. ADMINISTERED BY (if other than item 6) U.S. Nuclear Regulatory Commission Div of Contracts - CMS#3 Two White Flint North - NS T-7-I-2 Attn: H. (Eddie) Colon, Jr. Washington, DC 20555-0001	3100

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) I-3 COMMUNICATIONS GOVERNMENT SERVICES, INC ATTN: BERITA WHITFIELD CONTRACT ADMINISTRATOR 3750 CENTERVIEW DR CHANTILLY VA 201513200	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. CSG0T98ALD0017 DR-01-0290
	X	10B. DATED (SEE ITEM 13) 03-20-2006

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

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 - Contract Terms and Conditions Commercial Items (1/99), and mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract number matter where feasible)
DUNS: 90-968-3442

See Pages 2 + 4 for a description of this modification.

15A. NAME AND TITLE OF SUPPLIER (Type or print) <i>Joanne B. Newman</i> Vice President of Contracts		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert E. Kebber Contracting Officer	
15B. CONTRACTOR'S OFFICER <i>Joanne Newman</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/29/06	15B. UNITED STATES OF AMERICA BY <i>RBN</i> (Signature of Contracting Officer)	15C. DATE SIGNED 9/6/06

The purpose of this modification is to:

- (1) Provide for an equitable adjustment for the changes directed in modification forty-nine (49), as identified below:
 - Add a core service band (CSBGFEApp1) for a government-furnished network appliance (hardware/software bundled device) that performs a network function not otherwise required under the task order. Network appliances may include devices from NCircle, Finjan, IronPort, and others. NRC hereby accepts the pricing submitted in L-3's proposal dated February 8, 2006 to provide service and support for each appliance identified and authorized* by the Project Officer.

The monthly price and amount totals per period for CSBGFEApp1 are listed below.

CSBGFEApp1

YEAR	PERIOD	MONTHLY PRICE	EST. QTY.	# OF MONTHS	AMOUNT
Year 5 (Current)	03/20/2006 - 09/27/2006	[REDACTED]	[REDACTED]	[REDACTED]	\$ 5,005
Year 6 (Exercised Option)	09/28/2006 - 09/27/2007	[REDACTED]	[REDACTED]	[REDACTED]	\$ 8,940
Year 7 (Option)	09/28/2007 - 09/27/2008	[REDACTED]	[REDACTED]	[REDACTED]	\$ 9,360
Year 8 (Option)	09/28/2008 - 09/27/2009	[REDACTED]	[REDACTED]	[REDACTED]	\$ 9,660
Year 9 (Option)	09/28/2009 - 09/27/2010	[REDACTED]	[REDACTED]	[REDACTED]	\$ 9,960

TOTAL.....\$42,925

*No item or service shall be added to the Seat environment, nor shall any item or service be considered to incur a Seat cost under this Task Order without specific written authorization from the Project Officer. Authorizations may be made via electronic mail and may be made by the Alternate Project Officer in the absence of the Project Officer. Other forms of request such as NRC Infrastructure Technical Change Requests (TCRs) or Work Orders for performance under the level of effort portion of this Task Order shall not be accepted as authorizations for any seat products or services, including those listed in this modification.

- Add a core service band (CSBPCCIE1A) for services required to support the use of Product Class PCCIE1A (Inter-network Black Box Connectivity Interface), in NRC Headquarters locations. NRC hereby accepts the pricing submitted in L-3's proposal dated February 8, 2006 to provide service and support for each inter-network black box providing NRC Headquarters connectivity identified and authorized* by the Project Officer.

The monthly price and amount totals per period for CSBPCCIE1A are listed below.

CSBPCCIE1A

YEAR	PERIOD	MONTHLY PRICE	EST. QTY.	# OF MONTHS	TOTAL AMOUNT
Year 5 (Current)	03/20/2006 - 09/27/2006	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,855
Year 6 (Exercised Option)	09/28/2006 - 09/27/2007	[REDACTED]	[REDACTED]	[REDACTED]	\$ 3,300
Year 7 (Option)	09/28/2007 - 09/27/2008	[REDACTED]	[REDACTED]	[REDACTED]	\$ 3,480
Year 8 (Option)	09/28/2008 - 09/27/2009	[REDACTED]	[REDACTED]	[REDACTED]	\$ 3,600
Year 9 (Option)	09/28/2009 - 09/27/2010	[REDACTED]	5	[REDACTED]	\$ 3,720

TOTAL.....\$15,955

*No item or service shall be added to the Seat environment, nor shall any item or service be considered to incur a Seat cost under this Task Order without specific written authorization from the Project Officer. Authorizations may be made via electronic mail and may be made by the Alternate Project Officer in the absence of the Project Officer. Other forms of request such as NRC Infrastructure Technical Change Requests (TCRs) or Work Orders for performance under the level of effort portion of this Task Order shall not be accepted as authorizations for any seat products or services, including those listed in this modification.

(2). As a result of the above changes,

- the total estimated amount (ceiling) of this order is increased by **\$19,100.00**, from \$67,324,137.34 to **\$67,343,237.34**;
- the total estimated amount (ceiling) for Year 7 (Option) of this order is increased by **\$12,840.00**, from \$12,186,182.00* to **\$12,199,022.00**;
**(\$12,074,958 (Mod. 38 Year 7 ceiling) + \$111,332 (Mod. 40 Year 7 ceiling increase) - \$108 (Mod. 53 Year 7 ceiling decrease))*
- the total estimated amount (ceiling) for Year 8 (Option) of this order is increased by **\$13,260.00**, from \$12,385,607.00** to **\$12,398,867.00**;
***(\$12,275,327 (Mod. 38 Year 8 ceiling) + \$110,268 (Mod. 40 Year 8 ceiling increase) + \$12 (Mod. 53 Year 8 ceiling increase))*
- the total estimated amount (ceiling) for Year 9 (Option) of this order is increased by **\$13,680.00**, from \$12,645,117.00*** to **\$12,658,797.00**
****(\$12,534,837 (Mod. 38 Year 9 ceiling) + \$110,268 (Mod. 40 Year 9 ceiling increase) + \$12 (Mod. 53 Year 9 ceiling increase))*
- the total estimated value, inclusive of all options, of this order is increased by **\$58,880.00** from \$104,541,043.34 to **\$104,599,923.34**.

Accordingly, the task order is modified as follows:

1. Subsection B.8 CONSIDERATION AND OBLIGATION, the first sentence of paragraph (a) is hereby 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 **\$67,343,237.34**..."

In consideration of this modification, L-3 Communications Government Services, Inc. (L-3/GSI) hereby releases the Government from any and all liability under this task order for further equitable adjustments attributable to the changes directed in modification forty-nine (49). Reference is made to L-3/GSI's price proposal dated February 9, 2006 for this effort.

Except as provided herein, all other terms and conditions remain unchanged.

This modification does not obligate any funds.