

2. AMENDMENT/MODIFICATION NO. M074 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. DR010290 dtd 4/9/08
 DR010290 dtd 4/29/08 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than item 6) CODE
 U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission
 Division of Contracts Div of Contracts
 Attn: T-7-1-2 Two White Flint North - MS T-7-1-2
 Contract Management Branch No. 3 Contract Management Branch No. 3
 Washington DC 20555-0001 Washington, DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.
 L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC. 9B. DATED (SEE ITEM 11)
 ATTN: MICHAEL S. RATHEUN 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ITS CONTRACTS MANAGER GS00T98ALDD0017 DP-G1-0290
 11955 FREEDOM DRIVE 10B. DATED (SEE ITEM 13)
 10TH FLOOR, ROOM 10114 X 09-28-2001
 RESTON VA 20190
 CODE 177153319 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 Block 14 Below

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: FAR 52.212-4, Contract Terms & Conditions - Commercial Items (Mutual Agreement of the Parties E-mail Dated, 05/01/08)
 X D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Accounting and Appropriation Data for Modification No. 74 is as follows:

B10-15-5E1-330	J1145	252A	31X0200.810	FFS# 10870675C	Obligation: \$1,949,000	RFPA Dated 04/29/08
B10-15-5E1-330	J1296	252A	31X0200.810	FFS# 10870675C	Obligation: \$1,000,000	RFPA Dated 04/29/08

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)
 Michael S. Ratheun Michael A. Turner
 Contracts Manager Contracting Officer
 15B. CONTRACTOR OFFER BY 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Michael S. Ratheun 21 May 08 BY Michael A. Turner 5/21/08
 (Signature of person authorized to sign) (Signature of Contracting Officer)

217

The purpose of this modification is to:

1. revise the labor hour requirements of Schedule A-1 Year 3 (OPTION) to provide for a downward adjustment of the task order cost ceiling to reflect a **decrease** in the level of effort as reflected on the attached Schedule A-1 Year 3 (OPTION);
2. revise the labor hour requirements of Schedule A-1, Year 4 (OPTION) to provide for a downward adjustment of the task order cost ceiling to reflect a **decrease** in the level of effort as reflected on the attached Schedule A-1 Year 4 (OPTION);
3. revise the labor hour requirements of Schedule A-1, Year 5 (OPTION) to provide for a downward adjustment of the task order cost ceiling to reflect a **decrease** in the level of effort as reflected on the attached Schedule A-1 Year 5 (OPTION);
4. revise the labor hour requirements of Schedule A-1, Year 6 (OPTION) to provide for a downward adjustment of the task order cost ceiling to reflect a **decrease** in the level of effort as reflected on the attached Schedule A-1 Year 6 (OPTION);
5. revise the labor hour requirements of Schedule A-1, Year 7 (OPTION) of the task order to **decrease** the number of staff hours for the following positions: Security Analysts, Senior Security Analysts, ADAMS LAN Administrator, and **increase** the number of staff hours for the following positions: Senior Consultant (C&A), Junior Technician (Gateway), Senior Systems Engineer (Executive Support) as reflected on the attached, Schedule A-1 Year 7 (OPTION);
6. revise the labor hour requirements of Schedule A-1, Year 8 (OPTION) of the task order to **increase** the number of staff hours for the following positions: Technical Writer, Junior Technician (Gateway), Senior Systems Engineer, and Junior Technician (Regional) as reflected on the attached Schedule A-1 Year 8 (OPTION);
7. revise the labor hour requirements of Schedule A-1, Year 9 (OPTION) of the task order to **increase** the number of staff hours for the following positions: Technical Writer, Junior Technician (Gateway), Senior Systems Engineer, and Junior Technician (Regional) as reflected on the attached Schedule A-1 Year 9 (OPTION);

As a result of the above changes,

The total estimated amount (ceiling) of this task order inclusive of current Year 7 (OPTION) is **decreased** by \$4,872,655.18 from \$101,114,813.13 to **\$96,242,157.95**.

- Year 7 (OPTION) is **decreased** by \$314,707.00 from \$25,046,121.40 to **\$24,731,414.40**.
- Year 8 (OPTION) is **increased** by \$1,792,640.00 from \$21,445,074.00 to **\$23,237,714.00**.
- Year 9 (OPTION) is **increased** by \$1,793,280.00 from \$22,061,544.00 to **\$23,854,824.00**.

The total estimated value, inclusive of all options of this task order is hereby **decreased** by \$1,286,735.18 from \$144,621,431.13 to **\$143,334,695.95**.

8. provide incremental funding in the amount of \$2,949,000.00, thereby increasing the obligated amount of the task order from \$89,724,273.26 to \$92,673,273.26;
9. provide for a within scope change to allow for the incorporation of the Church Street and Twinbrook Parkway Facilities as NRC sites under the subject task order and provide IT infrastructure and seat support services for these sites; and
10. revise the street address for the Region 4 location.

Accordingly, the task order is hereby modified as follows:

- (1) Schedule A.1 Year 3 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 3 (Attachment 1) in lieu thereof.
- (2) Schedule A.1 Year 4 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 4 (Attachment 2) in lieu thereof.
- (3) Schedule A.1 Year 5 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 5 (Attachment 3) in lieu thereof.
- (4) Schedule A.1 Year 6 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 6 (Attachment 4) in lieu thereof.
- (5) Schedule A.1 Year 7 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 7 (Attachment 5) in lieu thereof.
- (6) Schedule A.1 Year 8 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 8 (Attachment 6) in lieu thereof.
- (7) Schedule A.1 Year 9 (OPTION) is deleted in its entirety and replaced with the attached Schedule A-1 Year 9 (Attachment 7) in lieu thereof.
- (8) Subsection B.8 - CONSIDERATION AND OBLIGATION - DELIVERY ORDERS, is deleted in its entirety and substituted with the following in lieu thereof:

(a) The total estimated amount of this task order (ceiling) for the products/services ordered, delivered, and accepted under this task order is \$96,242,157.95. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the task order period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this task order is \$92,673,273.26. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this task order. The obligated amount shall, at no time, exceed the task order as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this task order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

(9) Under Subsection C.2.1.1 entitled, FACILITIES, Paragraph 1 entitled, NRC Headquarters Site Locations is hereby revised to incorporate the following:

(i) 21 Church Street Facility located in NRC Headquarters

(j) 12300 Twinbrook Parkway Facility located in NRC Headquarters

(10) Under Subsection C.2.1.1 entitled, FACILITIES, Paragraph 1 entitled, NRC Headquarters Site Locations is hereby revised to change the street address for the following location:

(d) Region IV, 612 E. Lamar Blvd., Suite 400, Arlington, TX 76011-4125

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

Total FY'01 Obligations.....	\$ 627,000.00
Total FY'02 Obligations.....	\$ 9,974,407.71
Total FY'03 Obligations.....	\$11,350,381.33
Total FY'04 Obligations.....	\$11,411,960.00
Total FY'05 Obligations.....	\$11,241,131.78
Total FY'06 Obligations.....	\$20,639,113.00
Total FY'07 Obligations.....	\$20,371,079.48
Total FY'08 Obligations.....	\$ 7,058,200.00

Cumulative Total of NRC Obligations: \$92,673,273.26.

This modification obligates FY'08 funds in the amount of \$2,949,000.00.

All other terms and conditions under this task order remains unchanged.