

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAG

1

3

2. AMENDMENT/MODIFICATION NO.
M005

3. EFFECTIVE DATE
See Block 16c

4. REQUISITION/PURCHASE REQ. NO.
21-06-231
(Multiple)

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

3100

U.S. Nuclear Regulatory Commission
Division of Contracts
ATTN: Michael Turner-Mailstop TWB-01-B10
Contract Management Branch No. 3
Washington DC 20555

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTEL GOVERNMENT SOLUTIONS INCORPORATED

12730 FAIR LAKES CIR

FAIRFAX VA 220334901

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS35F4366G NRC-33-01-183-003

10B. DATED (SEE ITEM 13)

09-15-2006

CODE 151770955

FACILITY CODE

X

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 for Accounting and Appropriation Data

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:

D. OTHER (Specify type of modification and authority) FAR Clauses 52.217-9, 52-217-7, and 52.212-4

X

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.)

ACCOUNTING AND APPROPRIATION DATA

- B&R#: 87D-15-300-209 JC#: N7048 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL08319 - OBLG. AMT.: \$250,000.00
 - B&R#: 87D-15-171-204 JC#: N7307 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL08327 - OBLG. AMT.: \$400,000.00
 - B&R#: 87D-15-333-204 JC#: N7158 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL08326 - OBLG. AMT.: \$ 50,000.00
 - B&R#: 87D-15-111-204 JC#: N8180 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL08325 - OBLG. AMT.: \$ 20,000.00
 - B&R#: 87D-15-300-209 JC#: N7048 BOC#: 252A APPROPRIATION#: 31X0200 FFS#: ASL08321 - OBLG. AMT.: \$ 23,000.00

SEE THE FOLLOWING PAGES FOR MODIFICATION DETAILS.

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 Turner,
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

Michael Turner
(Signature of Contracting Officer)

09-12-2008

The purpose of this modification is to:

1. Exercise Option Year One for CLINS B001, B002, and B002.1, in accordance with Subsection C.19, Federal Acquisition Regulation Clause 52-217-9, entitled, "Option to Extend the Term of the Contract," and Subsection C.6, entitled, "Duration of Contract Period," thereby extending the delivery order period of performance through September 14, 2009. As a result of this action, the delivery order ceiling amount is increased by \$1,351,895.76 from \$2,633,731.91 to \$3,985,627.67.
2. Exercise the option for CLIN D001B, Optional Task 6 - Training, in accordance with Subsection C.20, Federal Acquisition Clause 52.217-7, entitled, "Option for Increased Quantity - Separately Priced Line Item." As a result of this action, the delivery order ceiling amount is further increased by \$129,307.28 from \$3,985,627.67 to \$4,114,934.95.
3. Provide incremental funding in the amount of \$743,000.00, thereby increasing the obligated amount of the delivery order from \$2,633,731.91 to \$3,376,731.91.
4. Revise Subsection C.23, entitled, "Availability of Funds for the Next Fiscal Year."
5. Revise Section A to incorporate NRC Clause, entitled, "Option Periods - Task Order/Delivery Order under GSA Federal Supply Schedule Contract."

Accordingly, the following changes are hereby made:

- (1) Subsection C.6 - "**DURATION OF CONTRACT PERIOD**," is deleted in its entirety and substituted with the following in lieu thereof:

"The ordering period for this delivery order shall commence on September 15, 2006, and will expire on September 14, 2009. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216.18 - Ordering). The term of this order may be extended at the option of the Government for an additional one-year period."

- (2) Subsection B.2 - "**CONSIDERATION AND OBLIGATION**," is deleted in its entirety and substituted with the following in lieu thereof:

"(a) The total estimated amount of this delivery order (ceiling) for the products/services ordered, delivered, and accepted under this delivery order **\$4,114,934.95**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provided such orders are within any maximum ordering limitation prescribed under this delivery order."

"(b) The amount presently obligated with respect to this delivery order is **\$3,376,731.91**. 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 delivery order. The obligated amount shall, at no time, exceed the delivery order ceiling 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 delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

(3) Subsections C.23, "**AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**," is deleted in its entirety and substituted with the following in lieu thereof:

"Funds are no presently available for performance under this contract beyond September 14, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 14, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer."

(4) Add the following contract clause under Section A:

"A.4 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

a. The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

b. For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

c. It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable."

A summary of obligations for this delivery order from award date through the date of this action is given below:

Total FY'06 Obligation Amount	\$1,130,000.00
Total FY'07 Obligation Amount	\$1,503,731.91
Total FY'08 Obligation Amount	\$ 650,000.00

Cumulative Total of NRC Obligations: **\$3,376,731.91.**

This modification obligates FY'08 funds in the amount of \$743,000.00.

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