

2. AMENDMENT/MODIFICATION NO. M001 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 33-09-318M001
 DTD: 7/17/2009 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100 7. ADMINISTERED BY (If other than Item 6) CODE 3100
 U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission
 Div. of Contracts Div. of Contracts
 Attn: Aaron Alvarado Mail Stop: TWB-01-B10M
 Mail Stop: TWB-01-B10M Washington, DC 20555
 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.
 SKYTEL SKYTEL GOVERNMENT 9B. DATED (SEE ITEM 11)
 611 PENNSYLVANIA AVE SE 343 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-DR-33-09-318
 WASHINGTON DC 200034303 10B. DATED (SEE ITEM 13) 06-30-2009
 CODE 795006092 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) N/A

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) MUTUAL AGREEMENT OF THE PARTIES, EMAIL DATED JULY 2, 2009 BETWEEN NRC AND SKYTEL

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings. Including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to revise the price schedules to incorporate the correct CLIN prices for invoicing purposes.
 See subsequent pages for further 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) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Jeffrey Phyllis / Gov Billing Supervisor Eleni Jernell Contracting Officer
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. DATE SIGNED
 [Signature] 07/29/09 [Signature] 7/31/09
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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The purpose of this modification is to revise the price schedule to incorporate the correct CLIN prices for invoicing purposes. Accordingly, the following changes are hereby made:

- Section entitled, "PRICE SCHEDULE" is deleted in its entirety and replaced with the following:

FIXED-UNIT PRICES FOR PAGER SERVICES		
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)
001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ 17.16
002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ 4.11
003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ 27.25
004	Numeric Nationwide SkyTel Network (charged monthly)	\$ 15.40
005	Numeric Metro Skytel Network (charged monthly)	\$ 4.54
006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ 7.43
007	Personal Access Number	\$ 1.97
008	Alphanumeric - Overcall rate/ msg	\$ 0.05
009	2-Way - Overcall rate/ msg	\$ 0.05
010	FCC Universal Fee @ 1.1%	-

Quantities are subject to change from the base period to each option period (if exercised). Should the quantity increase or decrease, the above fixed unit prices shall not change throughout the life of the contract. The estimated quantities for the base period are provided below.

ESTIMATED QUANTITY FOR BASE PERIOD					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	QTY	MONTHS	TOTAL
001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ 17.16	9	5	\$ 772.20
002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ 4.11	9	5	\$ 184.95
003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ 17.37	118	5	\$ 10,248.30
004	Numeric Nationwide SkyTel Network (charged monthly)	\$ 6.51	4	5	\$ 130.20
005	Numeric Metro Skytel Network (charged monthly)	\$ 35.55	1	5	\$ 177.75
006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ 19.13	7	5	\$ 669.55
007	Personal Access Number	\$ 1.97	139	5	\$ 1,369.15
010	FCC Universal Fee @ 1.1%	-	-	-	\$ 149.07
MAXIMUM ORDERING LIMITATION					\$ 13,701.17

If an option to extend the term of the contract is exercised, the modification will include a revised schedule for estimated quantities for that option period. The following tables represent maximum ordering amounts for the option years. The Government reserves the right to order any quantity up to the maximum ordering amount stated on each table.

ESTIMATED QUANTITY FOR OPTION PERIOD 1 (to be completed if exercised)					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	QTY	MONTHS	TOTAL
001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ 17.16	9	12	\$ 1,853.28
002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ 4.11	9	12	\$ 443.88
003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ 17.37	118	12	\$ 24,595.92
004	Numeric Nationwide SkyTel Network (charged monthly)	\$ 6.51	4	12	\$ 312.48
005	Numeric Metro Skytel Network (charged monthly)	\$ 35.55	1	12	\$ 426.60
006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ 19.13	7	12	\$ 1,606.92
007	Personal Access Number	\$ 1.97	139	12	\$ 3,285.96
010	FCC Universal Fee @ 1.1%	-	-	-	\$ 357.78
MAXIMUM ORDERING LIMITATION					\$ 32,882.82

ESTIMATED QUANTITY FOR OPTION PERIOD 2 (to be completed if exercised)					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	QTY	MONTHS	TOTAL
001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ 17.16	9	12	\$ 1,853.28
002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ 4.11	9	12	\$ 443.88
003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ 17.37	118	12	\$ 24,595.92
004	Numeric Nationwide SkyTel Network (charged monthly)	\$ 6.51	4	12	\$ 312.48
005	Numeric Metro Skytel Network (charged monthly)	\$ 35.55	1	12	\$ 426.60
006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ 19.13	7	12	\$ 1,606.92
007	Personal Access Number	\$ 1.97	139	12	\$ 3,285.96
010	FCC Universal Fee @ 1.1%	-	-	-	\$ 357.78
MAXIMUM ORDERING AMOUNT					\$ 32,882.82

ESTIMATED QUANTITY FOR OPTION PERIOD 3 (to be completed if exercised)					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	QTY	MONTHS	TOTAL
001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ 17.16	9	12	\$ 1,853.28
002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ 4.11	9	12	\$ 443.88
003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ 17.37	118	12	\$ 24,595.92
004	Numeric Nationwide SkyTel Network (charged monthly)	\$ 6.51	4	12	\$ 312.48
005	Numeric Metro Skytel Network (charged monthly)	\$ 35.55	1	12	\$ 426.60
006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ 19.13	7	12	\$ 1,606.92
007	Personal Access Number	\$ 1.97	139	12	\$ 3,285.96
010	FCC Universal Fee @ 1.1%	-	-	-	\$ 357.78
MAXIMUM ORDERING AMOUNT					\$ 32,882.82

2. Section A.3. CONSIDERATION AND OBLIGATION TASK ORDERS (AUG 1989) ALTERNATE (JUN 1991) is hereby deleted and replaced with the following:

A.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is **\$13,701.17**. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

3. Section A.8 52.216-19 ORDER LIMITATIONS (OCT 1995) is hereby deleted and replaced with the following:

A.8 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **\$13,701.17**;

(2) Any order for a combination of items in excess of **\$13701.17**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4. Section A.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) is hereby deleted and replaced with the following:

A.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three years and five months or 41 months**.

This action does not obligate any funding.

ALL OTHER TERMS AND CONDITIONS OF THIS PURCHASE ORDER REMAIN UNCHANGED.