

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. M003

3. EFFECTIVE DATE AS STATED

4. REQUISITION/PURCHASE REQ. NO. 33-09-318M003

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr., 301-492-3620 Mail Stop: TWB-01-B10M Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6) CODE 3100 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)

SKYTEL SKYTEL GOVERNMENT

611 PENNSYLVANIA AVE SE 343 WASHINGTON DC 200034303

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-DR-33-09-318

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 FEBRUARY 4, 2010 BETWEEN NRC (Robert Miller) AND SKYTEL (Jeffrey Phillips) - Attached

E. IMPORTANT: Contractor [X] 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.)

The purpose of this modification is to revise CLIN 010 of the price schedule with a Not-to-Exceed amount for All Periods to allow for revisions in the % of the Universal Service Fund and Regulatory Fees set by the Federal Communications Commission, and any overages @ the fixed prices specified under CLINS 0008 and 0009.

See subsequent pages for further details.

Maximum Order Limitation - \$65,431.47 (Changed)
Obligations - \$35,182.95 (Unchanged)
Period of Performance: 7/1/2009 - 11/30/2010 (Unchanged)
Total Value, if all options are exercised - \$153,326.55 (Changed)

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)

Heriberto Colón, Jr. Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY [Signature] (Signature of Contracting Officer)

6/15/2010

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM001

The purpose of this modification is to revise CLIN 010 of the price schedule with a Not-to-Exceed amount for all periods to allow for revisions in the % of the Universal Service Fund and Regulatory Fees set by the Federal Communications Commission, and any overages @ the fixed prices specified under CLINS 0008 and 0009.

Accordingly, the following changes are hereby made:

1. 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)
0001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ [REDACTED]
0002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ [REDACTED]
0003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]
0004	Numeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]
0005	Numeric Metro Skytel Network (charged monthly)	\$ [REDACTED]
006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ [REDACTED]
007	Personal Access Number	\$ [REDACTED]
0008	Alphanumeric - Overcall rate/ msg	\$ [REDACTED]
0009	2-Way - Overcall rate/ msg	\$ [REDACTED]
0010	FCC Universal and Regulatory Fees and Overages (Not-to-Exceed)	(Not-to-Exceed)

ESTIMATED QUANTITY FOR BASE PERIOD					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	EST. QTY.	MONTHS	TOTAL EST. PRICE/COST
0001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0004	Numeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0005	Numeric Metro Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0007	Personal Access Number	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
...0010	FCC Universal and Regulatory Fees and Overages (Not-to-Exceed) - ESTIMATED	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
MAXIMUM ORDERING AMOUNT					\$ 19,244.55

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.

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					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	EST. QTY.	MONTHS	TOTAL EST. PRICE/COST
0001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0004	Numeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0005	Numeric Metro Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0007	Personal Access Number	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
...0010	FCC Universal and Regulatory Fees and Overages (Not-to-Exceed) - ESTIMATED	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
MAXIMUM ORDERING AMOUNT					\$ 46,186.92

ESTIMATED QUANTITY FOR OPTION PERIOD 2					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	EST. QTY.	MONTHS	TOTAL EST. PRICE/COST
0001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0004	Numeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0005	Numeric Metro Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0007	Personal Access Number	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0010	FCC Universal and Regulatory Fees and Overages (Not-to-Exceed) - ESTIMATED	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
MAXIMUM ORDERING AMOUNT					\$ 46,186.92

ESTIMATED QUANTITY FOR OPTION PERIOD 3					
CLIN	SUPPLY/SERVICE	FIXED UNIT PRICE (per month)	EST. QTY.	MONTHS	TOTAL EST. COST
0001	2 Way 500 Msgs, Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0002	2-Way Value bundle, 30 min SkyTalk, caller ID, Personal Access Number (charged in conjunction with CLIN 001)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0003	Alphanumeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0004	Numeric Nationwide SkyTel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0005	Numeric Metro Skytel Network (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0006	SkyTalk Voice Mail 120 minutes (charged monthly)	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0007	Personal Access Number	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
0010	FCC Universal and Regulatory Fees and Overages (Not-to-Exceed) - ESTIMATED	\$ [REDACTED]	[REDACTED]	[REDACTED]	\$ [REDACTED]
MAXIMUM ORDERING AMOUNT					\$ 46,186.92

TOTAL VALUE, IF ALL OPTIONS ARE EXERCISED \$ 157,805.31

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 **\$65,431.37**. 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 **\$65,431.37**;

(2) Any order for a combination of items in excess of **\$65,431.37**; 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.”

This action does not obligate any funding.

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