

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. PS03	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY Code U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE GWAC CENTER 9988 HIBERT STREET, SUITE 310 SAN DIEGO, CA 92131	Code QTACA	7. ADMINISTERED BY (If other than Item 6):		Code
8. Name and Address of Contractor (No., street, county, State and ZIP Code) FEDERAL NETWORK SYSTEMS, LLC (A VERIZON COMPANY) 1300 N. 17 TH STREET, SUITE 1200 ARLINGTON, VA 22209-3802		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0029	
		X	10B. DATED (SEE ITEM 13) 05/01/2009	

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.

Offer's 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 ACKNOWLEDGEMENT 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.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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: FAR 43.103 AND BY MUTUAL AGREEMENT OF THE PARTIES
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

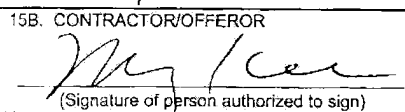
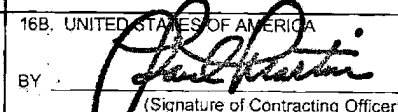
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Modification PS03 is hereby issued to reflect the following changes:

1. INCORPORATE REVISED PRICING FOR YEAR 3 OF CONTRACTOR SITE.
2. REVISE C.3.4.1 Telecommunications/Wireless
3. REVISE G.5 GWAC OMBUDSMAN
4. REVISE G.9.5 Contract Access Fee (CAF) Remittance
5. REVISE Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL
6. ADD/REVISE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998)

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) MARY KEE, Sr. Contracts Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL MARTIN ALLIANT CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/13/09
16B. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)	16C. DATE SIGNED 13 OCT 2009

1) Corrects and incorporates revised pricing (downward adjustment) for the Contractor Site Rates for Year 3 as listed in Section J, Attachment 3. The FNS letter of May 21, 2009 and the Verizon-J3_rev1_5.21.09 worksheet is incorporated and made a part of this contract.

This correction results in a decrease for Year 3 – Contractor Site total costs as follows:

Year 3 – Contractor Site

FROM: \$1,914,585.10

TO: \$1,719,333.33

(decrease of \$195,251.77)

2) Delete C.3.4.1 Telecommunications/Wireless in its entirety and replace with the following:

C.3.4.1 Telecommunications/Wireless

Orders which may include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is **part** of a larger IT initiative. Contractors are authorized to use government sources of supply in accordance with FAR 51.101, and are encouraged to use GSA's Networx and Satcom II.

3) Delete the 1st paragraph in G.5 GWAC OMBUDSMAN and replace with the following 1st paragraph.

In accordance with FAR 16.505 (a)(i)(9) no protest under **\$10,000,000** is authorized in connection with the issuance or proposed issuance of an order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the Contract.

4) Revise Section G.9.5 Contract Access Fee (CAF) Remittance to add the ability to pay the Contract Access Fee by check. This is a temporary fix until the GMM is programmed to accept electronic payments.

Under G.9.5 Contract Access Fee (CAF) Remittance, delete the 3rd paragraph and replace with the below:

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

Payment by EFT/ACH: – Please follow the instructions located at:
https://web.itss.gsa.gov/itss/v41_helpdocs.nsf/helpguideme/GWAC_ACH_Info

Payment by check: All GWAC checks must be made payable and remitted to the following address:

General Services Administration
 Government Wide Acquisition Contracts - GWACs
 P O Box 970027
 St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service
 Government Lockbox SL-MO-C2GL
 1005 Convention Plaza (PO Box 970027)
 St. Louis, MO 63197-0027

FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

5) REVISE in Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.225-2*	BUY AMERICAN ACT CERTIFICATE	FEB 2009	x	x	x
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	<u>JUN 2009</u>	X	X	X

6) ADD/REVISE Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (1998).

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT 2008	X	X	X
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009	X	X	X
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	X	X	X
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRALI TRADE ACT	JUN 2009	X	X	X
52.225-5	TRADE AGREEMENTS	AUG 2009	X	X	
52.232-16*	PROGRESS PAYMENTS	JUL 2009	X		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009	x	x	x

REVISE in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	SEP 2009	X		X

All other contract terms and conditions remain unchanged.