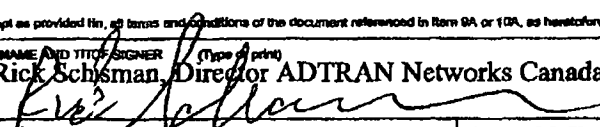
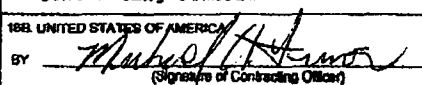
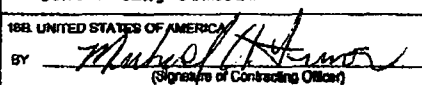


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1 OF 3
2. AMENDMENT/MODIFICATION NO. M002		3. EFFECTIVE DATE 01/26/2011	4. REQUEST/PURCHASE REQ. NO. OIS-11-147	5. PROJECT NO (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Attn: Daniel App Mail Stop TWB-01B10M Washington, DC 20555		3100	7. ADMINISTERED BY (if other than Item 6) O.S. Nuclear Regulatory Commission Division of Contracts Attn: Daniel App Mail Stop: TWB-01B10M Washington, DC 20555	3100
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ADTRAN NETWORKS CANADA, INC 308 LEGG DR KANATA ON2K 1Y6		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0102V NRC-DR-33-10-310 10B. DATED (SEE ITEM 13) 07-15-2010		
CODE 2068836		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 copying Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submit; 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 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/DISTRIBUTION DATA (if required) B&R 2011-10-51J-144 JOB: E1052 BOC: 3130/30 APPN 31X0200.110 EFS 111349 OBLIGATE: \$11,706.00				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(X) A. THIS CHGE 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 data, etc.) SET FORTH 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) Mutual Agreement of the Parties				
X				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ¹ _____ copies to the issuing office.				
14. DESCRIPTION (AMENDMENT/MODIFICATION) (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1. Revise the period of performance 2. Incorporate travel requirements 3. Increase the ceiling and obligation amounts Total Obligated Amount: \$498,350.18 (changed) Total Ceiling Amount: \$498,350.18 (changed) Period of Performance: 7/15/2010 - 12/22/2011 (changed) All other terms and conditions under this contract remains unchanged.				
Except as provided in, 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) Rick Schisman, Director ADTRAN Networks Canada 		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Turner Contracting Officer 		
15B. CONTRACTOR REFERENCE (Name of person authorized to sign)		15C. DATE SIGNED 9/14/2011		15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
		15E. DATE SIGNED 9/14/2011		

NSN 7540-01-152/0
PREVIOUS EDITIONS NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 15 2011

ADM002

The purpose of this modification is to: (1) change the name of the contractor from Objeworld Communication Corporation to Adtran Networks Canada, Incorporated, (2) provide for a within scope change to incorporate travel requirements to support voicemail administrator training, system installation and testing, and user migration as specified in the statement of work. Reference is made to the Adtran's proposal dated 01/11/2011. This modification confirms the verbal authorization provided to Adtran on 01/26/2011 to commence work under this effort, (3) revise Section B.1, Schedule of Supplies to incorporate new CLIN005, "Travel Requirements." As a result of this action, the contract ceiling amount is increased by \$11,706.00 from \$486,644.14 to \$498,350.14, (4) extend the term of the contract one-year from the date of acceptance of the voice-mail system. Acceptance of the system was agreed to by Adtran Program Manager, Renock Hall and NRC Project Officer, Helen Mobley, on December 23, 2010, (5) obligate funds in the amount \$11,706.00, thereby increasing the obligation amount from \$486,644.18 to \$498,350.18.

Accordingly, the following changes are hereby made:

- A. The contractor's name under "Block 7A, of the Standard Form 347," is revised to reflect the following:

"Adtran Networks Canada, Incorporated"

- B. Section B.1, "SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS," is revised to incorporate new CLIN 0005 as follows:

"0005 Travel Requirements ----- Estimated-Not-To-Exceed: \$11,706.00"

- C. Sections B.2, CONSIDERATION AND OBLIGATION—FIRM FIXED PRICE and B, CONSIDERATION AND OBLIGATION – DELIVERY ORDERS, are deleted in their entirety and substituted with the following in lieu thereof:

"B.2. CONSIDERATION AND OBLIGATION—FIRM FIXED PRICE (CLINS 0001, 0002, AND 0004)

The firm fixed price of the contract for CLINS 0001, 0002, and 0004 is **\$216,644.18**

B.3 CONSIDERATION AND OBLIGATION – DELIVERY ORDERS (CLIN 0003 AND 0005)

(a) The total estimated amount of this contract for CLINS 0003 and 0005 for the products/services ordered, delivered, and accepted under this contract is **\$281,706.00**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract for CLINS 0003 and 0005 is \$281,706.00. 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 contract. The obligated amount shall, at no time, exceed the contract 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

D. Actions A.6, DURATION OF CONTRACT PERIOD, is deleted in its entirety and substituted with the following in lieu thereof:

"The ordering period of this contract shall commence on July 15, 2010, and will expire on December 22, 2011. The term of this contract may be extended at the option of the Government for an additional one-year period."

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

Total FY'10 Obligation Amount	\$486,644.18
Total FY'11 Obligation Amount	\$ 11,706.00

Cumulative Total of NRC Obligations: \$498,350.18.

This modification obligates FY'11 funds in the amount of \$11,706.00.

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