

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 2
2. AMENDMENT/MODIFICATION NO. PO0022		3. EFFECTIVE DATE 03-Jun-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY AFFTC/PK KATHY PALLADINO/681-277-3530 5 B WOLFE AVE EDWARDS AFB CA 93524-1185		CODE FA9901	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NEXTEL COMMUNICATIONS INC CHRISTINA HALLEY FEDERAL GOV'T ACCOUNTS PROGRAM 4340 1505 MCLEAN VA 22102				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. FC4700-00-D-0013	
				X 10B. DATED (SEE ITEM 13) 29-Sep-2000	
CODE 1MTE8		FACILITY CODE 1MTE8			
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 Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(e), Contract Terms and Conditions-Commercial Items					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 add CLIN 0017 for Blackberry Service. This modification also revises the Statement of Work (SOW) to add this service.					
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) <i>Mark Huitt</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Judy A. Gayler</i> Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED <i>6-10-04</i>	16B. UNITED STATES OF AMERICA BY <i>Judy A. Gayler</i> (Signature of Contracting Officer)		16C. DATE SIGNED <i>10 Jun 04</i>

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE
SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,668.40 from \$2,868,855.00 (EST) to \$2,870,523.40 (EST).

SUPPLIES OR SERVICES AND PRICES

CLIN 0017 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	BLACKBERRY SERVICE FFP BlackBerry service for 10 handsets @ \$40.99 per month per handset plus Federal Universal Service Fee not to exceed (NTE) 1.75%. Federal Universal Service Fee is to be invoiced at the rate current for the period being invoiced. NTE amount = \$40.99 + \$0.72 = \$41.71 per month per handset.	4	Months	\$417.10	\$1,668.40
					NET AMT
					\$1,668.40
Funded Amount					\$0.00

FOB: Destination

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0017:

DELIVERY DATE	SHIP TO ADDRESS
POP	AFFTC/ITBF - FIITBF
01-JUN-2004	LESLEY ERVAN
TO	25 NORTH WOLFE AVE
30-SEP-2004	BLDG 3950 CUBICLE 35
	EDWARDS AFB CA 93524
	(661) 277-0654

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

STATEMENT OF WORK CHANGE - ADD BLACKBERRY SERVICE

The Statement of Work (SOW) is replaced by Attachment 1 to this modification. This SOW change adds Blackberry service to the contract. Blackberry service is added at the rate of \$41.71 per month per handset on which this service is activated. Activation of this service shall be authorized only by designated personnel. Designated personnel are:

Roxanne Wells (661) 277-6970
Lesley Ervan (661) 277-0654

STATEMENT OF WORK WIRELESS COMMUNICATIONS EDWARDS AFB CA 93524

INTRODUCTION

The AFFTC/IT Directorate has a requirement to establish a NEXTEL Virtual Private Network at Edwards Air Force Base California. This network will provide coverage and wireless service for the AFFTC to include radio dispatch, radio private call, messaging, and telephone.

1. REQUIREMENTS

Each radio handset shall be capable of providing the following features:

RADIO DISPATCH

The units will have an unlimited number of minutes available for both group and private calls with no campus defined or enforced. Any area where the units have radio coverage will be able to use this feature without any additional off-campus charges. The instruments will have the direct connect feature for the defined geographical region (See page 7 for map of the region).

GROUP CALL

Each unit must have group call (one to many) features. The dispatch option will have the option to select one of multiple talk-groups programmed in the device. The Government, to support dispatch operations, will define a talk-group fleet map structure.

RADIO PRIVATE CALL/DIRECT CONNECT

Each unit will have the ability to direct connect (one to one) with any other unit in the fleet. Each unit will have the direct connect feature for the defined geographical region (See page 7 for map of region).

PAGING NATIONWIDE

Each unit must have paging capabilities. Paging should consist of normal one-way unlimited numeric nationwide paging.

TWO WAY PAGING

All "+" model units must have two-way paging capabilities. Fifteen percent (15%) of the fleet of subscriber units will have two-way messaging activated and covered under the basic contract. Any subscriber units above the 15% will be billed directly for the service and included in their "overage bill". The government will provide NEXTEL a listing of numbers that will be covered under

the 15%. Two-way paging will be configured on an "as required" basis and billed directly to the using organization.

CELLULAR TELEPHONE

Each unit will have 200 minutes of cellular time per month. All of the minutes will be pooled together for use by all of the individuals with this capability. The 200 minutes of cellular time also include nationwide long distance services.

BLACKBERRY SERVICE

Each BlackBerry unit activated under this contract shall have full BlackBerry services capability, in addition to all other services provided under this contract. The customer acknowledges that additional server software and licenses to access such software may be required to take advantage of some of the BlackBerry capabilities, including without limitation synchronization with enterprise office software.

OTHER SERVICES

Upon request of the Contracting Officer (CO), NEXTEL agrees to interconnect its equipment with the existing Government-owned NORTEL MX 1000 PBX equipment. NEXTEL shall use established technical criteria for ensuring continuity of service and traffic without damage to or degradation of commercial facilities.

Use of any other telephonic and or data services offered by NEXTEL beyond the scope of this agreement may be added to this contract by modification.

BILLING OVERAGE ISSUES

NEXTEL shall provide monthly bills sent to the account points of contact for reimbursement of any overage charges not covered under the scope of this contract. The account point of contact will pay the overage charges through their Government Purchase Card and will not be paid under this contract.

CONTRACT UNITS

With regard to handsets, NEXTEL shall implement a process to ensure the quantity of authorized units under this contract is not exceeded. NEXTEL shall promptly provide written and verbal notice to the Government's contracting office when there are only 20 units available on the contract. With regard to handsets and BlackBerry devices, when the contracted amount of units is expended, NEXTEL shall not activate any additional units until the contract is modified or the Government terminates service on an existing handset or device.

ON BASE COVERAGE & SITE

NEXTEL will install a communication site on Edwards Air Force Base to be located adjacent to building 2600. NEXTEL will install its own shelter as necessary to provide the required capacity and coverage for the AFFTC. The Government will provide NEXTEL with ground space, tower access, and power

necessary to support the required equipment. NEXTEL will ensure the communications site has the required channel capacity to support the government usage on the campus. NEXTEL will also provide the Government a monthly report to demonstrate the system usage and capacity.

AIR FORCE RESEARCH LABORATORY (AFRL)

NEXTEL will install a second communications site on the existing tower at AFRL. NEXTEL will install equipment inside the existing shelter space at the tower adjacent to BLDG 8742. The Government will provide NEXTEL with ground space, tower access, and power necessary to support the required equipment. NEXTEL will ensure the communications site has the require channel capacity to support the government usage on the campus.

CAMPUS

A CAMPUS environment will no longer be defined for the service under this contract. The units will not be limited to a campus area and if service is available for the unit, the air time shall fall under the unlimited category for dispatch and 200 minutes for cellular time.

2. EXISTING SERVICE AGREEMENTS

All official communication service agreements currently in effect with users at the AFFTC shall be transferred to this contract. A list of current agreements is provided at the end of this document.

3. TRAINING

NEXTEL shall provide end user training at Edwards AFB within 14days after issuance of a delivery order for additional radios. End-user training will consist of proper operation of the end-user equipment to include all features as described above. Training shall be specific to the end-user requirements.

4. SITE EQUIPMENT

All site equipment shall remain the property of NEXTEL subject to terms and conditions of this contract. Equipment shall be available for use by the Government an shall be used by NEXTEL to provide the service to the Government. Upon completion of installation NEXTEL shall provide a complete listing of all equipment to the Government. This list shall be incorporated and become a part of the contract by issuance of a modification to the contract. NEXTEL shall maintain and update the equipment, as necessary, on a bi-annual basis to include any new equipment installed at Edwards Air Force Base. This listing shall include equipment installation date and value and associated installation costs.

5. SERVICE UPTIME AND SUBSCRIBER MAINTENANCE

SERVICE UPTIME

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Attachment 1

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During the contract term, in consideration for the contract fees, NEXTEL shall use commercially reasonable efforts to provide the following to the Government the "Network Services."

- (i) Access to the System for all subscriber equipment;
- (ii) Ninety-nine percent (99.9%) System uptime, excluding planned system upgrades and T1 outages;
- (iii) At least seven (7) days prior notification of planned system upgrades which will disrupt service, along with cooperation with the government to minimize, as much as possible, any inconvenience caused by such upgrades;
- (iv) Monitoring the operation of the Custom Site twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year from its National Operations Center;
- (v) Maintenance of the connection of the T1 Line to the NEXTEL MSO; and
- (vi) Training to a mutually agreed number of designated Government and Government contract employees in a number mutually agreed to by NEXTEL and the government (collectively the "Government Trainers"), using NEXTEL's standard course, materials, and methods provided to similarly situated customers, to prepare them to train the government's users in the use of the Subscriber Equipment and to provide first-election customer care to government users.

SUBSCRIBER MAINTENANCE

During the term of the contract, all portable handheld subscriber equipment will be serviced in the following manner:

NEXTEL will provide troubleshooting training to a select group of Government technicians. This training will allow the Government technician to determine the type of failure the unit is experiencing (infrastructure/subscriber). Once trained, the Government technician will perform a first echelon of troubleshooting to determine the type of failure. When the Government determines the unit is defective, the unit will be shipped to a designated NEXTEL service facility for repair. The unit will then either be repaired or replaced with a new or refurbished device and shipped back to the Government. The time between receipt of the defective unit at NEXTEL and return to the Government will be seventy-two (72) hours. Regardless of the means the Government utilizes to ship the equipment to the designated NEXTEL service facility, NEXTEL shall deliver the unit back to the Government via overnight delivery.

6. WARRANTIES

SUBSCRIBER EQUIPMENT

All subscriber equipment shall be sold with standard manufacturer's warranties provided by Motorola, Inc., or its subsidiary for handsets, and Research In Motion Limited, or its subsidiary for BlackBerry devices, otherwise, NEXTEL makes no warranties or representations of any kind, statutory, express or implied, to

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Government or to any other purchaser of the subscriber equipment. Without limiting the foregoing, NEXTEL specifically makes no express or implied warranties of merchantability or fitness for a particular purpose. The Government hereby waives all other warranties, guarantees, conditions, or liabilities, express or implied, arising by law or otherwise. In no event shall NEXTEL be liable for consequential, special, or incidental damages, whether or not occasioned by Nextel's negligence. This includes without limitation, liability for any loss or damage resulting from the interruption or failure in the operation of any subscriber equipment sold hereunder. There are no warranties which extend beyond the description contained herein. The Government will examine the subscriber equipment upon delivery, and acceptance of such subscriber equipment will be in "as is" condition and with all faults. Any faults will be identified and documented in the contract file.

SERVICES

NEXTEL makes no warranties, express or implied, including without limitation, any implied warrant of merchantability or fitness for a particular purpose to the Government in connection with its use of the service.

7. RADIO FREQUENCY AUTHORIZATIONS AND SITE ACCESS

FCC LICENSES

NEXTEL shall operate the custom site on the frequencies and call signed licensed by the Federal Communications Commission ("FCC") to NEXTEL (the "FCC Licenses").

FREQUENCY AUTHORIZATION

Two weeks prior to installation of equipment at Edwards, NEXTEL must provide the Spectrum Management Office a listing of all the technical characteristics of the equipment to be installed that are relevant to frequency management. This data will include but not limited to: center frequency, bandwidth, modulation type, power, and receiver sensitivity of all equipment that will be installed. In addition to the technical data, a copy of the pertinent FCC Licensing information necessary for NEXTEL to legally operate at Edwards AFB will also be provided. This data will be required to determine if NEXTEL will cause interference to AFFTC operations, or AFFTC operations will cause interference to NEXTEL operations.

In the event interference is received by NEXTEL, NEXTEL will immediately notify Spectrum Management that interference is being received. In addition, should government activities at the AFFTC interfere with NEXTEL's transmission or receipt of electromagnetic, microwave or other radio transmissions at or from the NEXTEL AFFTC site, the Government shall reasonably cooperate, at no cost to Government with NEXTEL's efforts to eliminate such interference. Both parties will use their best efforts to achieve a fair and reasonable resolution to Administration (NTIA) and Federal

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Communication Commission (FCC) guidelines. Additionally, the needs of the DOD, Air Force, and AFFTC shall be given priority in the determination of any corrective actions.

No equipment or device which emits or transmits electronic signals of any kind will be used at/or in connection with NEXTEL operations or activities without first obtaining the express written permission of the Spectrum Management Office. Equipment or devices which have been approved by the Government shall be operated in such manner as to produce electronic emissions only at the frequency of frequencies specified in such written permission, and only in accordance with such other limitations (such as restrictions on the length or time of emissions or on signal strength) as are stated therein. In the event the Government determines that any electronic emissions represent a hazard to aircraft or interfere with Government operations, NEXTEL will, upon notice from Government, immediately cease operating the device or equipment causing such emissions, whether or not it was previously approved. Should NEXTEL be forced to cease its operations of any device or equipment, any cost associated with such relocation will be borne by NEXTEL. In the event a suitable location cannot be found, NEXTEL shall have the right to terminate this contract upon written notice to Government. In making a determination as to cause or source of any interference received or caused by NEXTEL site, the AFFTC Spectrum Management Office will be the final resolution authority.

SITE ACCESS

Subject to military security regulations, the Government shall permit the NEXTEL access at all reasonable times to Government furnished facilities. However, if the Government is unable to permit access the Government at its own risk and expense shall maintain these facilities and the NEXTEL shall not be responsible for the service involving any of these facilities during the period of non-access, unless the service failure results from the NEXTEL's fault or negligence.

During periods when the Government does not permit NEXTEL access, the Government will reimburse the NEXTEL at mutually acceptable rates for the loss of or damage to the equipment due to the fault or negligence of the Government. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

8. CONTRACT TERMINATION

In the event this contract is terminated by the parties prior to the expiration of the contract term the Government will have the option to have NEXTEL either remove the equipment or keep the site equipment in place in order to provide service to its customers. If the site remains in place the Government and NEXTEL shall negotiate and execute a new site license agreement at commercially reasonable rates and containing standard terms and conditions.

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REUSE ARRANGEMEN

When feasible, NEXTEL shall reuse cancelled or terminated facilities or equipment to minimize the charges to the Government. When feasible, NEXTEL shall promptly reuse discontinued channels or facilities, including equipment for which the Government is obligated to pay a minimum service charge.

If at any time the Government requires that telecommunications facilities or equipment be relocated within the service area, the Government shall have the option of paying the cost of relocating the facilities or equipment in lieu of paying any termination or cancellation charge. All contract terms and conditions, including any liability agreements, applicable to the facilities or equipment in their former locations shall continue to apply to the facilities and equipment in their new location. Normal service charges shall remain in effect during the period.