

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 08-27-2003		2. CONTRACT NO. (If any) GS07T03BGD0003		6. SHIP TO:	
3. ORDER NO. DR-33-03-319/MOD3		4. REQUISITION/REFERENCE NO. 10370871 dtd 7/31/03		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Ms. Jeanette Lanier	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555				b. STREET ADDRESS 11545 Rockville Pike Mail Stop T-7-I-2	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR Nextel Communications				f. SHIP VIA	
b. COMPANY NAME ATTN: Ms. Lisa Pearce (202) 359-0782				8. TYPE OF ORDER	
c. STREET ADDRESS 1100 Mercantile Lane, Suite 100				<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
d. CITY Largo		e. STATE MD	f. ZIP CODE 20772	Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 310-15-522-334 E1050 2360 31X0300.310 \$5,245.05				10. REQUISITIONING OFFICE OCIO Office of the Chief Financial Officer	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 30 days after ARO
13. PLACE OF		16. DISCOUNT TERMS Net 30 days	
a. INSPECTION	b. ACCEPTANCE	FOR INFORMATION CALL: (No collect calls)	
Carolyn A. Cooper (301) 415-6737			

17. SCHEDULE (See reverse for Rejections)					
See CONTINUATION Page					
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reference Delivery Order No. DR-33-03-319, dated March 11, 2003, and subsequent modifications, for cellular and two-way equipment and services. Modify the subject delivery order to exercise Option Year One to extend the period of performance through October 31, 2004 and order additional Nextel 190 cellphones, including the monthly service (500 minutes/month, unlimited direct connect, voice mail and LD), two-way messaging and Group Talk for the cellphones at the rates indicated under "Optional Requirements" outlined in Modification No. 1, Attachment No. 1a. An estimated 1,715 minutes is included for cellular coverage. Accordingly, the order is hereby modified:				
	The period of performance of the delivery order is March 11, 2003 through October 31, 2004. The order ceiling amount is increased by \$16,788.69 (\$11,543.64 Option 1 + \$5,245.00) from \$70,240.58. The amount funded in the order is increased by \$1,500.00, from \$8,248.00 to \$9,748.00.				
	A summary of obligations from the date of this order through the date of this action is provided below:				
					\$359.95
					\$3,197.35
					\$487.50
					\$600.00
					\$600.25

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$5,245.05	SUBTOTAL
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4							
b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555			\$5,245.05	17(h) TOTAL (Cont. pages)
							17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Carolyn A. Cooper
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

ADM002

OPTIONAL FORM 347 (6/95)

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

08-27-2003

CONTRACT NO.

GS07T03BGD0003

ORDER NO.

DR-33-03-319/MOD3

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Initial Obligations \$5,370.00					
	Modification No. 1 \$2,878.00					
	NRC Cumulative Obligations: \$8,248.00					
	All other terms and conditions remain unchanged.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

RECEIVING REPORT

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

OPTIONAL FORM 347 BACK (REV. 6/95)

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.3 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

A.4 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.5 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)