

ORDER FOR SUPPLIES OR SERVICES

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

DATE OF ORDER
08-10-1998

2. CONTRACT NO.

ORDER NO.
DR-98-0298

4. REQUISITION REFERENCE NO.
10870187

NAME OF CONSIGNEE
U.S. Nuclear Regulatory Commission
Attn: Nancy Hobbes, T6-E48

ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Division of Contracts & Property Mgt
Attn: Michael Mills (301) 415-6550
Contract Management Branch, T-7-1-2
Washington, DC 20555

STREET ADDRESS
Two White Flint North
11545 Rockville Pike

CITY STATE ZIP CODE
Rockville MD 20852

SHIP VIA

7 TO

NAME OF CONTRACTOR
Paul Buttafuoco

8. TYPE OF ORDER

COMPANY NAME
Mobell Communications

X a PURCHASE

b DELIVERY

STREET ADDRESS
420 Lexington Avenue

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

Except for billing instructions on the reverse
delivery order is subject to instructions on
this side only of this form and is issued
subject to the terms and conditions of the
above-numbered contract

CITY STATE ZIP CODE
New York NY 10170

9 ACCOUNTING AND APPROPRIATION DATA \$3,678.00 10 REQUISITIONING OFFICE
Job Code: E-1049, B&R No. 810-15-32-20-10
BOC: 2360, 31X0200.810

BUSINESS CLASSIFICATION (Check appropriate box(es))

X a. SMALL

b. OTHER THAN SMALL

c. DISADVANTAGED

d. WOMEN-OWNED

12. F.O.B. POINT

14. GOVERNMENT B/L NO

15 DELIVER TO F.O.B. POINT
ON OR BEFORE

16 DISCOUNT TERMS

Destination

13. PLACE OF

a INSPECTION

b ACCEPTANCE

1 Day ARO

Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1.	Period of Performance: Date of award through one calendar year. See Attachment A (current air-time supplier per call charges which are subject to change). Ericsson GSM 628 International Cellular Phone includes 2 batteries, travel charger and international travel adapter.	2	EA			
2.	Monthly Access Charge - \$45.00 ea per phone	12	MO			
3.	Estimated Call Usage for the Period	1	YR			
The attached contractor terms and conditions are hereby incorporated as part of this order.						
Accepted: _____		Date _____				

EX. 4

[REDACTED]

[REDACTED]

[REDACTED]

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	Not To Exceed 17(h) TOT.. (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer			\$3,678.00 17(i). GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Division of Accounting - T-9 E2			
c. CITY Washington,	d. STATE	e. ZIP CODE 20555	

22. UNITED STATES OF AMERICA
BY (Signature)

Michael Mills

Information in this record was deleted in accordance with the Freedom of Information Act Exemptions 4
20060308

Michael Mills

TITLE: CONTRACTING/ORDERING OFFICER

B/3

Attachment A

EUROPE					OUTSIDE OF EUROPE				
Revision L					Revision L				
Approximate Peak Rate Call Charges in US\$ per minute					Approximate Peak Rate Call Charges in US\$ per minute				
Fully terminated calls (includes airtime & long distance)					Fully terminated calls (includes airtime & long distance)				
INCOMING					OUTGOING CALLS				
Country	CALLS	to same country	to Europe	to USA	Country	CALLS	to same country	to Austral- asia	to USA
Andorra	1.11	0.61	2.65	4.17	Australia	1.64	0.94	0.94	2.09
Austria	1.26	0.89	1.32	2.09	Azerbaijan	2.22	1.72	6.18	8.04
Belgium	1.11	0.93	2.17	2.79	Bahrain	2.19	0.24	4.92	3.42
Bulgaria	1.64	0.73	2.06	3.56	Brunei	2.82	0.24	2.66	2.90
Croatia	1.64	0.99	3.08	4.58	China	3.47	2.72	5.58	5.30
Cyprus	1.26	0.20	1.70	3.70	Fiji	2.79	0.77	3.04	4.80
Czech Republic	1.26	0.71	2.59	3.83	Hong Kong	2.04	0.60	1.98	2.15
Denmark	1.11	0.63	1.57	2.41	Indonesia	2.78	2.55	4.03	4.03
Estonia	2.19	0.57	2.55	3.70	Jordan	2.66	0.70	4.16	4.16
Finland	1.26	0.66	1.20	1.84	Kuwait	2.19	0.24	5.71	6.01
France	1.11	0.99	1.47	1.96	La Reunion	2.82	0.96	3.50	1.96
Germany	1.11	1.66	1.86	1.86	Lebanon	2.63	0.70	4.84	4.03
Gibraltar	1.11	0.93	2.00	2.91	Macau	2.79	0.45	2.47	2.73
Greece	1.11	0.91	1.91	2.75	Malaysia	2.79	1.23	2.11	2.87
Hungary	1.26	0.47	1.25	2.31	Mauritius	2.69	0.42	3.10	3.62
Iceland	1.64	0.57	1.62	2.15	Morocco	1.64	1.07	6.90	4.31
Ireland	0.97	0.65	1.72	1.58	Namibia	2.69	0.59	4.30	3.12
Italy	1.11	0.79	1.47	2.83	New Zealand	1.64	0.93	4.81	3.62
Latvia	2.19	1.13	4.72	5.91	Oman	2.22	0.50	4.92	4.92
Lithuania	2.19	0.77	1.98	3.90	Philippines	2.79	0.51	4.19	4.19
Luxembourg	1.11	0.93	1.88	2.51	Qatar	2.19	0.26	5.71	5.71
Malta	1.26	0.80	3.42	7.62	Saudi Arabia	2.19	0.81	3.99	3.99
Netherlands	1.11	1.03	1.57	1.82	Singapore	2.04	0.28	1.82	2.15
Norway	1.26	0.77	1.05	1.46	South Africa	2.19	0.57	2.24	2.50
Poland	1.26	0.73	1.80	2.87	Sri Lanka	2.76	0.54	5.34	4.76
Portugal	1.11	0.86	1.80	2.83	Taiwan	2.82	0.36	2.94	1.58
Romania	2.22	0.34	2.58	5.18	Tanzania	2.72	1.08	7.88	7.88
Moscow	2.19	1.26	6.72	8.54	Thailand	2.79	0.93	3.36	3.36
Lenningrad	2.19	1.58	4.84	6.46	UAE	2.19	0.45	2.30	2.30
Russia- Far East	2.19	3.40	4.84	6.46					
Slovak Republic	1.37	1.18	1.89	2.79					
Slovenia	2.19	0.93	1.77	3.05					
Spain	1.11	0.72	1.59	3.17					
Sweden	1.26	0.85	1.35	2.09					
Switzerland	1.11	1.10	1.04	1.38					
Turkey	1.64	0.64	1.42	2.13					
Ukraine	2.19	0.90	2.12	3.41					
UK	0.00	0.74	2.38	2.48					
Vatican City	1.12	0.88	2.20	3.38					

Please note that this is a GUIDE and subject to changing rates

gsmratel.xls

TERMS AND CONDITIONS

(APPLICABLE TO OPEN MARKET COMMERCIAL SIMPLIFIED ACQUISITIONS)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. (Clauses which are not applicable are self-deleting.)

The following terms and conditions apply to this purchase order:

52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS

___ See attached Addendum when checked

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES FOR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ___ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ___ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ___ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- / (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ___ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- / (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

- ___ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
- / (10) 52.225-3, Buy American Act-Supplies (41 U.S.C. 10).
- / (11) 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ___ (12) Reserved.
- ___ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- ___ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- ___ (15)(i) 52.225-21, Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ___ (15)(ii) Alternate I of 52.225-21.
- ___ (16) 52.239-1, Privacy or Security Safeguards (U.S.C. 552a).
- ___ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

- ___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

TERMS AND CONDITIONS (CONTINUED)

(d) 'Comptroller General Examination of Record.' The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246).

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

NRC Acquisition Clauses - 48 CFR 20

2052.209-73 Contractor Organizational Conflict of Interest

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

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 in Section J. 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. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment.** Further information concerning the addendum is provided on page 2 of this attachment. The ACH 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 institution's 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.