

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER 11/17/03		2. CONTRACT NO. (If any) GS-35F-0177J		6. SHIP TO:	
3. ORDER NO. DR-33-04-0308		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. CIO-04-0308		b. STREET ADDRESS Attn: Shane Rupinta Mail Stop: T5-E30		c. CITY Washington	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center 1 Washington, DC 20555		d. STATE DC		e. ZIP CODE 20555	
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR Genuity Managed Services, LLC		<input type="checkbox"/> a. PURCHASE ORDER		<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
b. COMPANY NAME Attn: Kevin Gordon/David DiCarlo Phone: 571-382-7405		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, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
c. STREET ADDRESS 8270 Greensburo Drive, Suite 900		d. CITY McClean		e. STATE VA	
f. ZIP CODE 22102		9. ACCOUNTING AND APPROPRIATION DATA Job Code: J1016 BR# 410-15-522-334 BOC: 2360 Fund Source: 31x0200.410 Contractor's DUNS: 12-828-6239		10. REQUISITIONING OFFICE OCIO	
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.	
13. PLACE OF		15. DELIVER TO F.O.B. POINT ON OR BEFORE 11/17/03 - 11/16/04		16. DISCOUNT TERMS Net 30	
a. INSPECTION		b. ACCEPTANCE		FOR INFORMATION CALL: (No collect calls) Jeffrey R. Mitchell 301-415-6465	

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	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with the following: T1 Internet Connection to Headquarters Operation Service - Bronze Level, T1 Fixed Price				\$5,892.00	
2	Leased Circuit Monthly Recurring Connection to Headquarters				\$7,272.00	
3	T1 Internet connection to RIV, Arlington, TX Operation Service - Bronze Level, T1 Fixed Price				\$5,892.00	
4	Leased Circuit Monthly Recurring Connection to RIV				\$6,132.00	
Refer to Quote Number: 531674						
The purpose of this effort is for Genuity to provide the NRC with high speed dedicated access and support services to the Internet in accordance with the attached Statement of Work (5 pages). Period of Performance: November 17, 2003 to November 16, 2004.						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$25,188.00	SUBTOTAL
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T7-I2							
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-33-04-0308)							
c. CITY Washington			d. STATE DC		e. ZIP CODE 20555		\$25,188.00	17(h) TOTAL (Cont. pages) 17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Joyce A. Fields Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: inspected, accepted, received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

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

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001
STATEMENT OF WORK

A. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), in an effort to provide state-of-the-art computing to its users, has maintained a local area network (LAN) under the Next Generation Network Program, that requires wide area network (WAN) connectivity. Under this program, the NRC provides for a common communications protocol in the form of the Transmission Control Protocol/Internet Protocol (TCP/IP) to allow disparate (i.e., different) systems or platforms to communicate. The NRC currently employs a high-speed 10Mbps line connected to the National Institutes of Health (NIH) located in Bethesda, Maryland through another contractor, for Internet connectivity. This high-speed line is billed through a separate arrangement between the NRC and NIH.

B. SCOPE OF WORK

Under this effort, the Contractor shall provide the following mandatory minimum service and reliability requirements which will provide the NRC with high-speed, reliable access, and support services to the Internet:

1. Provide Point-to-Point, dedicated T-1 access to the NRC's Technology Center located in 11545 Rockville Pike, Rockville, Maryland 20852.

Provide a complete, full internet solution, including at least a multiprotocol Router (containing at least 2 serial ports, 1 Ethernet port) and DSU/CSU (or an equivalent to this equipment). This shall include, if required, installation services and site survey at the USNRC/TC location.

Data line installation shall be to the telephone demarcation point at the facility. Inside wiring will be performed by other NRC contractors and therefore, it is not a requirement under this Statement of Work.

The contractor shall provide secondary domain name service (DNS). Secondary DNS for up to five (5) domains and 100 Kilobytes of associated zone data file storage shall be provided. The NRC/TC currently uses a single domain, "usnrc.gov."

The contractor shall provide the USNRC/TC with network usage statistics.

2. Provide and support routing services to the main NRC Headquarters at 11555 Rockville Pike, Rockville, Maryland 20852 via the National Institutes of Health for the domain NRC.GOV.
3. Provide T-1 disaster recovery support at the NRC's Region 4 Office located at 611 Ryan Plaza, Suite 400, Arlington, Texas 76011-8064.

For the NRC.GOV address, the contractor shall provide for alternative routing of SMTP mail and Internet browsing capabilities to and from the Agency location in Arlington, Texas. The access for this location shall be provided as part of this service. This service shall be identified as a "backup" or "disaster recovery" type access at the DS-1 (T-1) rate with immediate fail over capabilities should the primary "pass through" route via the National Institutes of Health fail or should the NRC Project Officer notify the contractor either telephonically or upon the receipt of network advertisement from the Arlington, Texas location.

4. The contractor shall have a Network Operation Center (NOC), which shall be staff twenty-four (24) hours a day, seven days a week. The NOC shall continually monitor the routing equipment at the USNRC and provide diagnostic assistance when required by both USNRC.GOV and the domain NRC.GOV.
5. The contractor shall have experience providing Internet services and related technical support for a minimum of five (5) years.
6. The contractor shall, upon request of the NRC Project Officer, provide Mbone service for IP multi-tasking.
7. The contractor shall have a staffed Network Information Center/Internet Applications Support Center on-call during the NRC's normal working hours of 8:00a .m. - 4:00 p.m. EST, Monday through Friday, excluding holidays), to provide assistance to the USNRC/TC and NRC.GOV, such as helping to identify problems and possible courses of corrective action.
8. Any problem not resolved by the contractor shall be brought to the attention of the NRC Project Officer either verbally or in writing (i.e., electronic). The contractor shall notify the NRC Project Officer either verbally or in writing when the problem has been resolved.

C. PRICING ADJUSTMENTS

The contractor shall notify the NRC Contracting Officer, in writing, of any decreases in the unit price of the items reflected in the Schedule of Prices/Costs. Upon acceptance, the NRC Contracting Officer will issue a modification to the delivery order.

D. 52.215-71 NRC PROJECT OFFICER AUTHORITY

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this order is:

Name: Shane Rupinta

Address: U.S. Nuclear Regulatory Commission
Office of the Chief Information Officer
Mail Stop: T-5-E30
Washington, DC 20555

Telephone Number: (30) 415-5566

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical direction must be issued, in writing by the Project Officer, or must be confirmed by the Project Officer, in writing, within ten (10) working days after verbal issuance with a copy to the Contracting Officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after termination.

E. PERIOD OF PERFORMANCE

The period of performance for this effort is November 17, 2003 and will expire on November 16, 2004.

Delivery Order DR-33-04-0308

SCHEDULE OF PRICES/COSTS

Period: November 17, 2003 through November 16, 2004

ITEM	QUANTITY	UNIT	FIXED UNIT PRICE	TOTAL EST. COST
Operation Service, Bronze, T1 (Rockville, MD Circuit)	12	months	\$ 491.00	\$ 5,892.00
Leased Circuit Monthly Recurring (Rockville, MD Circuit)	12	months	\$606.00	\$7,272.00
Bronze Fixed T-1 (Arlington, TX Circuit)	12	months	\$ 491.00	\$5,892.00
Local Loop (Telco Charges) (Arlington, TX Circuit)	12	months	\$511.00	\$6,132.00
TOTAL ESTIMATED COST:				\$25,188.00

TASK 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

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003

A.3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information

contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes

payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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