

2. AMENDMENT/MODIFICATION NO. M002	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ NO ASB-12-022 Dated: 7/16/2012	5. PROJECT NO (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Claudia G. Melgar, 301-492-3487 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CELLCO PARTNERSHIP VERIZON WIRELESS  ONE VERIZON WAY BASKING RIDGE NJ 079201025	(X)	9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0119P NRC-DR-21-11-001
	X	10B. DATED (SEE ITEM 13) 04-08-2011
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  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 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) B&R: 2012-7D-17-4-156 JC: N7333 BOC: 252A App No.: 31x0200  
Obligate: \$25,000.00  
DUNS: 968904698 NAICS: 541519 PSC: D304 FAIMIS: RQ122989

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Unilateral Incremental Funding

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 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 provide incremental funding in the amount of \$25,000.00 from \$46,786.28 to \$71,786.28.

See continuous page

Obligation amount: \$71,786.28 (changed)  
Ceiling amount: \$83,572.56 (unchanged)  
Period of Performance: April 8, 2011 - April 7, 2013 (unchanged)

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jordan Pulaski Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Jordan Pulaski</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 7-25-12

TEMPLATE - ADM001 **SUNSI REVIEW COMPLETE** ADM002

The purpose of this modification is to obligate \$25,000.00 in FY2012 funds, thereby:  
Increasing the obligated amount by \$25,000.00, from \$46,786.28 to \$71,786.28

Accordingly, the order is modified as follows:

**Section A.3 – “CONSIDERATION AND OBLIGATION - - DELIVERY ODERS (JUN 1988)”** the first sentence under paragraph (b) is revised to read as follows:

(a) The total estimated amount of this (ceiling) for the products/services ordered, delivered, and accepted under this order is \$83,572.56. 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 order is \$71,786.28. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this order. 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 order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor’s sole risk.”

A summary of NRC obligations from the date of award through this action is given below:

FY2011 Obligated Amount.....	\$41,786.20
FY2012 Obligated Amount.....	\$30,000.00
Cumulative Obligations.....	<u>\$71,786.28</u>

This modification obligates FY2012 funds in the amount of \$25,000.00.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**