

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07-18-2003		2. CONTRACT NO. (if any) GS-35F-4507G		6. SHIP TO:	
3. ORDER NO. DR-21-03-314		4. REQUISITION/REFERENCE NO. ASL-03-314		7. TO:	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: T-7-I-2 Contract Management Branch #1 Washington DC 20555-0001				8. NAME OF CONSIGNEE Nuclear Regulatory Commission	
				b. STREET ADDRESS ATTN.: Matthew Schmit	
				c. CITY Washington	
				d. STATE DC	
				e. ZIP CODE 20555-0001	
a. NAME OF CONTRACTOR AT&T Government Solutions, Inc.				i. SHIP VIA	
b. COMPANY NAME ATTN.: Elizabeth M. Louch				8. TYPE OF ORDER	
c. STREET ADDRESS 1900 Gallows Road				<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
d. CITY Vienna				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.	
e. STATE VA				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.	
f. ZIP CODE 22182					
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page B&R: 37D-15-301-189, JOB CODE:M7027, BOC:252A APPN. NO.: 31X0200.37D				\$31,129.49 10. REQUISITIONING OFFICE ASLBP Matthew Schmit (301) 415-7469	

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 As stated in order.
		16. DISCOUNT TERMS N/A	
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	
a. INSPECTION	b. ACCEPTANCE	Donald A. King (301) 415-6731	

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)
	See the attached addendum. This is an indefinite delivery, indefinite quantity, fixed-price type order. PERIOD OF PERFORMANCE: Date of award thru 12/31/2003 Two attachments.					
				See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-7-I-2						17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555-0001		\$31,129.49		

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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Item No.	Supplies or Services	Est. Qty.	Unit	Unit Price	Amount
A001	Autonomy Distributed Index Handler (DIH) software license and maintenance	[REDACTED]	ea	[REDACTED]	\$31,129.49
Subtotal.....					\$31,129.49

OPTION FOR ADDITIONAL QUANTITIES:

OPTION QUANTITY NO. ONE (1)

A002	Autonomy Dynamic Reasoning Engine (DRE) software license and maintenance	[REDACTED]	ea	[REDACTED]	\$555,688.06
Subtotal.....					\$555,688.06

OPTION QUANTITY NO. TWO (2)

A003	Autonomy Distributed Action Handler (DAH) software license and maintenance	[REDACTED]	ea	[REDACTED]	\$20,534.75
Subtotal.....					\$20,534.75

OPTION QUANTITY NO. THREE (3)

A004	Autonomy Distributed Index Handler (DIH) software license and maintenance	[REDACTED]	ea	[REDACTED]	\$62,258.98
Subtotal.....					\$62,258.98

TOTAL BASE QTY. & OPTION QTYS [REDACTED]					\$669,611.27
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A.1.4 DELIVERY ORDER MINIMUM AND MAXIMUM DELIVERY QUANTITY

Each delivery order issued may require delivery between the following quantities:

Headquarters: Minimum - 1 to Maximum - 12

A.1.5 CONTRACTOR EXPENSES

All costs incident to performance under this contract, including travel and delivery costs, shall be included in the unit price set forth in the schedule. No expenses incurred by the Contractor in the performance of his/her duties under this contract shall be borne by the Commission, except as provided for in the "Guaranteed Minimum."

A.2 CONSIDERATION AND OBLIGATION- - FIRM FIXED-PRICE DELIVERY ORDERS

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$31,129.49. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided the aggregate amount of such orders does not exceed the Maximum Ordering Limitation prescribed under this contract of \$669,611.27.
- (b) The amount presently obligated for the acquisition of hardware is \$31,129.49. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so a the Contractor's sole risk.
- (c) The guaranteed minimum to be obligated by the government for hardware and services to be ordered, delivered, and accepted under this purchase order for this contract is \$31,129.49

A.3 REQUIREMENTS, SPECIFICATIONS AND DESCRIPTION

A.3.1 BACKGROUND

The Licensing Support Network (LSN) was developed by the Nuclear Regulatory Commission (NRC) to accommodate approximately one (1) million documents related to the proposed high-level nuclear waste repository hearing. In an April 11, 2003, memorandum from the Department of Energy (DOE) to the NRC, the DOE identified that it will be posting up

to four (4) million documents (45 million pages). This significant increase in estimated document volume will require additional Autonomy software. Autonomy software is the software that provides the full-text index (text database) allowing users to search the content of the documents on the LSN.

A.3.2 OBJECTIVE

The Contractor shall furnish all Autonomy software to successfully meet the requirements set forth in this delivery order.

A.3.3 SPECIFICATIONS

Provide the Autonomy software licenses including one year of maintenance for DIH, DRE and DAH.

A.4 DELIVERY

This contract will be a base for one software element, DIH, to be delivered two weeks after contract award with options to deliver the remaining software. Specifically, the schedule is as follows:

Software	QTY	Due Date
DIH	1	Within two weeks following contract award
DRE Limited	8	Within two weeks after the option is exercised
DAH (formerly known as DQH)	1	Within two weeks after the option is exercised
DIH	2	Within two weeks after the option is exercised

Acceptance Criteria: Software licenses (including one year of maintenance) delivered on time in the proper quantities.

A.5 PLACE OF DELIVERY EQUIPMENT (MAR 1987) ALTERNATE 1 (MAR 1987)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor to:

Nuclear Regulatory Commission Headquarters
ATTN: Matthew Schmit (ASLBP)
11545 Rockville Pike, Room T-3F23
Rockville, MD 20852-2738

[End of Clause]

**A.6 2052.215-72 PROJECT OFFICER AUTHORITY-
ALTERNATE 1**

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

Name: Matthew Schmit

Address: U. S. Nuclear Regulatory Commission
11545 Rockville Pike, Mail Stop: T-3F23
Rockville, MD 20852-2738

Telephone Number: (301) 415-7469

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
 - (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (3) Inspect and accept products/services provided under the contract.
 - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

A.7 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the Contracting Officer, Contract Administrator, and Project Officer, the following individuals are authorized to issue delivery orders under this contract:

Daniel J. Graser
Joseph E. Turner

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT**A.8 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 1. 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.9 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.10 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.11 ATTACHMENT

NUMBER

TITLE

- | | |
|---|---|
| 1 | SF3881, Payment Information Form
ACH Vendor Payment System |
| 2 | Billing Instruction for Fixed Price Contracts |

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER
NRC

AGENCY LOCATION CODE (ALC):
31000001

ACH FORMAT:
 CCD+ CTX CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME
FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER
(301) 415-7520

PAYEE/COMPANY INFORMATION

NAME
AT+T GOVERNMENT SOLUTIONS, INC.

SSN NO. OR TAXPAYER ID NO.
95-2131929

ADDRESS
1900 GALLONS ROAD

VIENNA, VIRGINIA 22182

CONTACT PERSON NAME:
ANDY LEE

TELEPHONE NUMBER:
(703) 506-5063

FINANCIAL INSTITUTION INFORMATION

NAME
MERCANTILE SAFE DEPOSIT & TRUST COMPANY

ADDRESS
2 HOPKINS PLAZA

BALTIMORE, MD 21203

ACH COORDINATOR NAME:
ELAINE PODGURSKI

TELEPHONE NUMBER:
(410) 237-5963

NINE-DIGIT ROUTING TRANSIT NUMBER:
0 5 2 0 0 0 6 1 8

DEPOSITOR ACCOUNT TITLE:
AT+T GOVERNMENT SOLUTIONS, INC.

DEPOSITOR ACCOUNT NUMBER:
646252-9

LOCK BOX NUMBER:

ACH FORMAT:
 CHECKING SAVINGS LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
Elizabeth M. Hauch

TELEPHONE NUMBER:
(703) 506-5793

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: 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:

**Chief, Property Management Branch
Division of Facilities and Property Management
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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

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. Contract number.**
- 2. Sequential voucher/invoice number.**
- 3. Date of voucher/invoice.**
- 4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.**
- 5. Description of articles or services, quantity, unit price, and total amount.**
- 6. 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.**
- 7. Weight and zone of shipment, if shipped by parcel post.**
- 8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
- 9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.**

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

- 10. 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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