

**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 <b>11/7/03</b>	2. CONTRACT NO. (If any) GS-35F-0478M	6. SHIP TO:	
3. ORDER NO. DR-33-04-0305	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. CIO-04-0305	
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		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	

b. STREET ADDRESS Attn: Judy Seeherman Mail Stop: T5-E30		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555
7. TO:		f. SHIP VIA		

a. NAME OF CONTRACTOR Storage Technology Corporation	8. TYPE OF ORDER			
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b. COMPANY NAME Attn: Lisa Gagne Phone 678-461-7131	<input type="checkbox"/> a. PURCHASE ORDER		<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 3600 Mansell Rd, Suite 400	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.			
d. CITY Alpharetta	e. STATE GA	f. ZIP CODE 30022		

9. ACCOUNTING AND APPROPRIATION DATA Job Code: J1152 BOC: 2570 Contractors DUNS No. 946465929	\$95,585.24	10. REQUISITIONING OFFICE
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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
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12. F.O.B. POINT Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 11/25/03 to 11/24/04	16. DISCOUNT TERMS Net 30
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13. PLACE OF		FOR INFORMATION CALL: (No collect calls)	
a. INSPECTION	b. ACCEPTANCE	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)
	NRC renewal Delivery Order for 24 hour/7 days per week full service maintenance for the equipment listed on attachment 1 attached hereto and made a part hereof this order. Refer to Quote No. 34192_34193 Period of Performance: November 25, 2003 - November 24, 2004  NRC Project Officer: Judy Seeherman, 301-415-5854  The equipment is located at: U.S. Nuclear Regulatory Commission Two White Flint North, Room 5-B3 Rockville, MD 20852	1	Attached	[REDACTED]	\$95,585.24	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$95,585.24	SUBTOTAL
	21. MAIL INVOICE TO:				17(h) TOTAL (Cont. pages)
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4				17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-33-04-0305)				
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555		\$95,585.24	

22. UNITED STATES OF AMERICA BY (Signature) <i>For Donald A. Fields</i>	23. NAME (Typed) Joyce A. Fields Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**TEMPLATE - ADMOU**

M1040070463

OPTIONAL FORM 347 (6/95)  
**ADMOU**

PURCHASE ORDER NO.  
DR-33-04-0305

ATTACHMENT # 1

Nuclear Regulatory Commission Equipment  
Period of Performance November 25, 2003 to November 24, 2004.  
Hardware and Full Service Maintenance & Software Licensing

Model No.	Description	Serial Number	Price Per Month	Price Per Year
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**HARDWARE MONTHLY MAINTENANCE:**

CBNT-C02	Clariion Cabinet	303-00155	NSP	NSP
9145-002	10 Slot RAID CM Rackmount	321-00241	\$ [REDACTED]	\$ 2,245.32
9140-002	10 Slot RAID Fibre Module	320-00543	\$ [REDACTED]	\$ 2,005.08
9140-002	10 Slot RAID Fibre Module	320-00544	\$ [REDACTED]	\$ 2,005.08
9145-002	10 Slot RAID CM Rackmount	321-00266	\$ [REDACTED]	\$ 2,245.32
9140-002	10 Slot RAID Fibre Module	320-00619	\$ [REDACTED]	\$ 2,005.08
9140-002	10 Slot RAID Fibre Module	320-00620	\$ [REDACTED]	\$ 2,005.08
CBNT-C02	Clariion Cabinet	303-00167	NSP	NSP
9145-002	10 Slot RAID CM Rackmount	321-00253	\$ [REDACTED]	\$ 2,245.32
9140-002	10 Slot RAID Fibre Module	320-00581	\$ [REDACTED]	\$ 2,005.08
9140-002	10 Slot RAID Fibre Module	320-00582	\$ [REDACTED]	\$ 2,005.08
9145-002	10 Slot RAID CM Rackmount	321-00252	\$ [REDACTED]	\$ 2,245.32
9140-002	10 Slot RAID Fibre Module	320-00579	\$ [REDACTED]	\$ 2,005.08
9140-002	10 Slot RAID Fibre Module	320-00580	\$ [REDACTED]	\$ 2,005.08
CBNT-C02	Clariion Cabinet	303-00168	NSP	NSP
9145-002	10 Slot RAID CM Rackmount	321-00255	\$ [REDACTED]	\$ 2,245.32
9140-002	10 Slot RAID Fibre Module	320-00585	\$ [REDACTED]	\$ 2,005.08
9140-002	10 Slot RAID Fibre Module	320-00586	\$ [REDACTED]	\$ 2,005.08
9145-002	10 Slot RAID CM Rackmount	321-00254	\$ [REDACTED]	\$ 2,245.32
9140-002	10 Slot RAID Fibre Module	320-00583	\$ [REDACTED]	\$ 2,005.08
9140-002	10 Slot RAID Fibre Module	320-00584	\$ [REDACTED]	\$ 2,005.08
CBNT-C02	Clariion Cabinet	303-00308	NSP	NSP
9145-002	10 Slot RAID CM Rackmount	321-00328	\$ [REDACTED]	\$ 2,245.32
9145-002	10 Slot RAID CM Rackmount	321-00329	\$ [REDACTED]	\$ 2,245.32
9840-L01	9840 Library SCSI	330-17714	\$ [REDACTED]	\$ 1,700.16
9840-L01	9840 Library SCSI	330-22250	\$ [REDACTED]	\$ 1,700.16
9840-L01	9840 Library SCSI	330-22251	\$ [REDACTED]	\$ 1,700.16
9840-L01	9840 Library SCSI	330-13955	\$ [REDACTED]	\$ 1,700.16
9777-001	DLT 7000 Drive w/SCSI Interface	325-10585	\$ [REDACTED]	\$ 1,173.48
9777-001	DLT 7000 Drive w/SCSI Interface	325-10592	\$ [REDACTED]	\$ 1,173.48
9777-001	DLT 7000 Drive w/SCSI Interface	325-10600	\$ [REDACTED]	\$ 1,173.48
9777-001	DLT 7000 Drive w/SCSI Interface	325-10635	\$ [REDACTED]	\$ 1,173.48
4443-UX1	SUN Ultra-10 Server	127-00946	\$ [REDACTED]	\$ 1,612.20
9310-201	Powderhorn 2000 Cart/360 EPH	004-11591	\$ [REDACTED]	\$ 7,455.60

PURCHASE ORDER NO.  
DR-33-04-0305

ATTACHMENT # 1

Nuclear Regulatory Commission Equipment  
Period of Performance November 25, 2003 to November 24, 2004.  
Hardware and Full Service Maintenance & Software Licensing

Model No.	Description	Serial Number	Price Per Month	Price Per Year
9311-001	Powderhorn Library Control Unit	008-11617	\$ [REDACTED]	\$ 2,266.92
9330-002	Stand-Alone Lib Mgmt Unit	216-02505	\$ [REDACTED]	\$ 3,600.96
9741-001	10/20 Drive Library Cabinet	265-01070	NSP	NSP
9840-L01	9840, Library, SCSI	330-02944	\$ [REDACTED]	\$ 1,700.16
9840-L01	9840, Library, SCSI	330-02945	\$ [REDACTED]	\$ 1,700.16
9840-L01	9840, Library, SCSI	330-02946	\$ [REDACTED]	\$ 1,700.16
9840-L01	9840, Library, SCSI	330-02947	\$ [REDACTED]	\$ 1,700.16
4443-UX1	SUN Ultra-10 Server	127-00903	\$ [REDACTED]	\$ 1,612.20
9740-05C	Auto Tape Library, 500 Cartridges	264-05271	\$ [REDACTED]	\$ 4,194.96
9741-001	10/20 Drive Library Cabinet	265-00799	NSP	NSP
9777-001	DLT 7000 Drive for 9741	325-02269	\$ [REDACTED]	\$ 1,173.48
9777-001	DLT 7000 Drive for 9741	325-02271	\$ [REDACTED]	\$ 1,173.48
9777-001	DLT 7000 Drive for 9741	325-02268	\$ [REDACTED]	\$ 1,173.48
9777-001	DLT 7000 Drive for 9741	325-02267	\$ [REDACTED]	\$ 1,173.48
9840-S01	9840S01, Rackmount	328-00446	[REDACTED]	\$2,115.96
9840-S01	9840S01, Rackmount	328-00446	[REDACTED]	\$2,115.96
<b>SOFTWARE MONTHLY LICENSING:</b>				
1190-UJ1	ACSLs for Jr. Powderhorn	007-11561	\$ [REDACTED]	\$ 3,635.76
1191-NL1	Win NT Intgrtrs Lib Attach	007-12263	\$ [REDACTED]	\$ 801.48
1190-U40	ACSLs for 9740 Library	007-11342	\$ [REDACTED]	\$ 580.80
FC F494	494 Slot Capacity	007-11342	\$ [REDACTED]	\$ 580.80
			<u>\$ 7,965.52</u>	<u>\$ 95,586.24</u>



**TASK ORDER TERMS AND CONDITIONS**

**NOT SPECIFIED IN THE CONTRACT**

**A.1 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.

(END OF CLAUSE)

## A.2 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

### A.3 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.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.