

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 APR 20 2005		2. CONTRACT NO. (if any) GS02F0402D		6. SHIP TO:	
3. ORDER NO. DR-33-04-290		MODIFICATION NO. MOD 2		4. REQUISITION/REFERENCE NO. CIO-04-290	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Branch 3 Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
7. TO:				b. STREET ADDRESS	
				c. CITY Washington	
				d. STATE DC	
				e. ZIP CODE 20555	
				f. SHIP VIA	
a. NAME OF CONTRACTOR INFORMATION HANDLING SERVICES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 15 INVERNESS WAY E				<small>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.</small>	
d. CITY ENGLEWOOD CO 801122571				<small>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.</small>	
e. STATE				f. ZIP CODE	
9. ACCOUNTING AND APPROPRIATION DATA Not Applicable.				10. REQUISITIONING OFFICE OFFICE OF INFORMATION SERVICES	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> e. WOMEN-OWNED	<input type="checkbox"/> f. HUBZone	<input type="checkbox"/> g. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS Net 30 days.	
a. INSPECTION	b. ACCEPTANCE						

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)
	Refer to the next page for continuation of this modification.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						
	b. STREET ADDRESS (or P.O. Box) Attn: (DR-33-04-290)						
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555			

22. UNITED STATES OF AMERICA BY (Signature) <i>Brenda J. DuBose</i>	23. NAME (Typed) Brenda J. DuBose Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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The purpose of this modification is to incorporate the name of the NRC Project Officer, as well as incorporate the name of two (2) Alternate Project Officers.

Accordingly, the following change is hereby made:

"PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Bebbie Rhodes, Project Officer

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Information and Records Services Division
Information Services Branch/Library Team
Mail Stop: T-2-C8
Washington, D.C. 20555

Telephone Number: (301) 415-5616

Name: Claire Robb, Alternate Project Officer

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Information and Records Services Division
Information Services Branch/Library Team
Mail Stop: T-2-C8
Washington, D.C. 20555

Telephone Number: (301) 415-5618

Name: Charles Gorday, Alternate Project Officer

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Information and Records Services Division
Information Services Branch/Library Team
Mail Stop: T-2-C8
Washington, D.C. 20555

Telephone Number: (301) 415-5612

(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, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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.

©) 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 directions 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. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished 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 ©) 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 Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3."

This modification obligates no FY05 funds.

All other terms and conditions under this delivery order remains unchanged.