

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 4

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

BPA NO.

| | | | | | |
|---|--|---|--|--|----------------------|
| 1. DATE OF ORDER AUG 3 1 2007 | | 2. CONTRACT NO. (If any) GS35F0298P | | 6. SHIP TO: | |
| 3. ORDER NO. DR-33-07-432 | | MODIFICATION NO. | | a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Cont Spc, 301-415-7035 Mail Stop T-7-I-2 Washington, DC 20555 | | 4. REQUISITION/REFERENCE NO. OIS-07-395 6/26/2007 | | b. STREET ADDRESS Attn: John Beatty, OIS/BPIAD Mail Stop O-6-D3M 11545 Rockville Pike | |
| 7. TO: | | c. CITY Rockville | | d. STATE MD | e. ZIP CODE 20852 |
| a. NAME OF CONTRACTOR BURTON GROUP, INC | | f. SHIP VIA | | 8. TYPE OF ORDER | |
| b. COMPANY NAME | | <input type="checkbox"/> a. PURCHASE | | <input checked="" type="checkbox"/> b. DELIVERY | |
| c. STREET ADDRESS 7090 UNION PARK CTR STE 200 | | d. CITY MIDVALE | | e. STATE UT | |
| 9. ACCOUNTING AND APPROPRIATION DATA 710-15-5F1-324 J1268 3131 31X0200.710 FFS 10770804C DUNS # 621823533 | | e. STATE UT | | f. ZIP CODE 840474169 | |
| 10. REQUISITIONING OFFICE CIO Office of Information Services | | 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | 12. F.O.B. POINT Destination | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/1/2007 - 8/31/2009 | |
| a. INSPECTION | | b. ACCEPTANCE | | 16. DISCOUNT TERMS Net 30 | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | 17. SCHEDULE (See reverse for Rejections) | | See CONTINUATION Page | |
| <input type="checkbox"/> a. SMALL | | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | | <input type="checkbox"/> c. DISADVANTAGED | |
| <input type="checkbox"/> d. WOMEN-OWNED | | <input type="checkbox"/> e. HUBZone | | <input type="checkbox"/> f. EMERGING SMALLBUSINESS | |
| <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | | | | | |

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | DUNS # 621823533 The contractor shall provide "IT Research and Advisory Subscription Services," as described below, in accordance with the attached Statement of Work, and the terms and conditions of GSA Contract No. GS-35F-0298P This is a fixed-price delivery order. The period of performance is 9/1/2007 - 8/31/2009 for the two-year base period. The Government may extend the term of this order for one additional one-year option period, Option Year One, from 9/1/2009 - 8/31/2010. A price schedule with a break-down for the two-year base period is attached, along with the estimated prices for Option Year One. The prices for Option Year One are estimates only and may be revised at the time the option year is exercised in accordance with the clause, "A.6 Option Periods - Task Order/Delivery Order Under A GSA Federal Supply Schedule Contract," which is a part of this delivery order. | 1 | lot | 76,032.00 | \$76,032.00 | |

| | | | | | | |
|---|--|---------------------------|--|----------------------|--|-------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | \$76,032.00 |
| 21. MAIL INVOICE TO: | | | | | | |
| a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2 | | | | | | |
| b. STREET ADDRESS (or P.O. Box) Attn: DR-33-07-432 | | | | | | |
| c. CITY Washington | | d. STATE DC | | e. ZIP CODE 20555 | | \$76,032.00 |

| | | | |
|--|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature) | | 23. NAME (Typed) Robert B. Webber Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER | |
|--|--|--|--|

TEMPLATE - ADM002
AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE OCT 12 2007

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

ADM002

17(h)
TOTAL
(Cont. pages)

17(i)
GRAND
TOTAL

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

A.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within three days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least seven days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

A.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 31, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 31, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

A.5 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.6 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.