

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 4 PAGES

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

BPA NO.

DATE OF ORDER <b>AUG 31 2007</b>	2. CONTRACT NO. (If any) GS35F5014H	6. SHIP TO:	
ORDER NO. DR-33-07-395	MODIFICATION NO. OIS-07-395 6/26/2007	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
SSUING 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		b. STREET ADDRESS Attn: John Beatty, OIS/BRIAD Mail Stop O-6-D3M 11545 Rockville Pike	
7. TO:		c. CITY Rockville	d. STATE MD
		e. ZIP CODE 20852	

NAME OF CONTRACTOR GARTNER, INC. GARTNER GROUP		f. SHIP VIA	
COMPANY NAME Attn: Janet Risseuw		8. TYPE OF ORDER	
STREET ADDRESS 4501 N. Fairfax Drive, 8th Floor		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
CITY Arlington	e. STATE VA	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.	
ACCOUNTING AND APPROPRIATION DATA \$114,025.00 710-15-5F1-324 J1268 3131 31X0200.710 PFS 10770804C \$58,525 710-15-5G1-344 J1297 3131 31X0200.710 PFS 10770806C \$55,500 DUNS # 097220180		10. REQUISITIONING OFFICE CTO Office of Information Services	

BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS			
13. PLACE OF INSPECTION		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/1/2007 - 8/31/2008		16. DISCOUNT TERMS Net 30

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
001	DUNS # 097220180 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-5014H. This is a fixed-price delivery order.  Base Year Items and Prices, Sept. 1, 2007 - Aug. 31, 2009 Gartner Core Reference				\$21,945.00	
002	Gartner Core Advisor				\$16,560.00	
003	Gartner for IT Leader Advisor				\$55,500.00	
	The period of performance is 9/1/2007 - 8/31/2008 for the base year. The Government may extend the term of this order for an additional two one-year option periods, as follows: Option Year One: 9/1/2008 - 8/31/2009 Option Year Two: 9/1/2009 - 8/31/2010					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$114,025.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2							17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: DR-33-07-395							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				\$114,025.00	

2. UNITED STATES OF AMERICA  
BY (Signature)

23. NAME (Typed)  
Robert B. Webber  
Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR RELEASE  
PREVIOUS EDITIONS UNCLASSIFIED  
DATE 10/12/2007 BY ADMM002

SUNSI REVIEW COMPLETE OCT 12 2007

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6

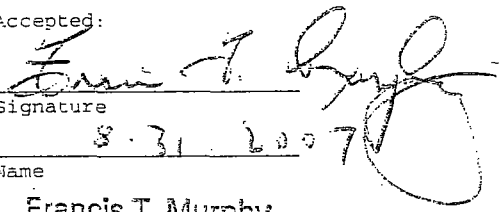
ADMM002

# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.  
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. G335F5014H	ORDER NO. DR-33-07-395
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY/ ACCEPTED (G)
	<p>The estimated prices for Option Years One and Two are attached. These prices are estimates only and may be revised at the time the option years are exercised in accordance with the clause "A.6 Option Periods - Task Order/Delivery Order Under a GSA Federal Supply Schedule Contract," which is part of this delivery order.</p> <p>NRC Project Officer: John Beatty, phone 301-415-5774, email JDB1@nrc.gov</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Please indicate your acceptance of this delivery order by having an official who is authorized to bind your organization execute three copies of this document in the space provided below and return two copies to the Contract Specialist. Please retain the third copy for your records.</p> <p>Accepted:</p> <p> Signature</p> <p>8-31-2007 Name</p> <p>Francis T. Murphy Title Director, Government Contracts</p> <p>Date</p> <p>Attachments: Price Schedule for Option Years One and Two Statement of Work</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

## 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, 2008. 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, 2008, 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.