

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER <b>9/19/2007</b>	2. CONTRACT NO. (if any) GS35F0139N	6. SHIP TO:	
3. ORDER NO. DR-38-07-738	4. REQUISITION/REFERENCE NO. HR-07-738	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mandy Mauer, 301-415-0030 Mail Stop T-7-I-2 Washington, DC 20555		b. STREET ADDRESS Professional Development Center, Attn: David Spindler, 301-492-2002 7201 Wisconsin Avenue, Suite 425	
		c. CITY Bethesda	d. STATE MD
		e. ZIP CODE 20814	

7. TO:	f. SHIP VIA
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a. NAME OF CONTRACTOR TOMOYE CORPORATION ATTN: ERIC MOODIE, (819) 246-9007 ext. 324	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY  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.  Except for billing instructions on the reverse, this delivery 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.	
b. COMPANY NAME		
c. STREET ADDRESS 86 PROM DU PORTAGE	e. STATE QC	f. ZIP CODE J9X 2K1
d. CITY GATINEAU		

9. ACCOUNTING AND APPROPRIATION DATA B&R:7-8415-5C1114 Job:T8436 BOC:3142 A:31x0200 Ob:\$9,000.00 B&R:7-8415-5CE114 Job:Z8436 BOC:3142 A:31x0200 Ob:\$1,000.00 DUNS:200598279	10. REQUISITIONING OFFICE    HR HR/HRTD/PDKM
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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"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	12. F.O.B. POINT Destination
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13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/24/2007	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination			

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	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with Annual Maintenance and Support for Tomoye Ecco Version 1.xPS Software, and four optional years of support, in accordance with proposal No. EM091907 dated September 18, 2007, and in accordance with the attached Statement of Work (SOW) and the terms and conditions set forth in this delivery order.  Annual Maintenance and Support Tomoye Ecco Version 1.xPS  Period of Performance: Sept. 24, 2007 - Sept. 23, 2008 Total Delivery Order Ceiling (with all options): \$50,000.00 Funding in the amount of \$10,000.00 is being provided at this time, to fully fund the base year.  NRC Project Officer: David Spindler, 301-492-2002	[REDACTED]			\$10,000.00	
002	OPTION YEAR ONE Annual Maintenance and Support Tomoye Ecco Version 1.xPS Period of Performance: Sept. 24, 2008 - Sept. 23, 2009	[REDACTED]			\$10,000.00	

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-7-I-2			
b. STREET ADDRESS (or P.O. Box) Attn: DR-38-07-738			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$10,000.00

2. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
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DATE OF ORDER	CONTRACT NO. GS35F0139N	ORDER NO. DR-38-07-738
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
003	OPTION YEAR TWO Annual Maintenance and Support Tomoye Ecco Version 1.xPS Period of Performance: Sept. 24, 2009 - Sept. 23, 2010				\$10,000.00	
004	OPTION YEAR THREE Annual Maintenance and Support Tomoye Ecco Version 1.xPS Period of Performance: Sept. 24, 2010 - Sept. 23, 2011				\$10,000.00	
005	OPTION YEAR FOUR Annual Maintenance and Support Tomoye Ecco Version 1.xPS Period of Performance: Sept. 24, 2011 - Sept. 23, 2012				\$10,000.00	

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

## DELIVERY ORDER TERMS AND CONDITIONS

### 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 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.

### EVERGREEN CLAUSE

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 to be found unacceptable.

## STATEMENT OF WORK

- I. Objective  
The objective of this Statement of Work (SOW), is to obtain Tomoye ECCO Software periodic maintenance and support.
- II. Background  
The U.S. Nuclear Regulatory Commission (NRC) procured Tomoye ECCO Software to serve as the platform for communities of practice and knowledge management. The software continually improves with each revision and the NRC would like to procure Tomoye ECCO Software periodic maintenance and support, to take advantage of the updates/upgrades to the software.
- III. Scope  
The Contractor shall provide the NRC with one year of software maintenance and support for Tomoye ECCO Software.
- IV. Section 508 Requirements  
Tomoye ECCO Software complies with Section 508 requirements.
- V. Place of Performance  
The Contractor shall provide Tomoye ECCO Software maintenance and support to the following address: U.S. Nuclear Regulatory Commission, Professional Development Center, 7201 Wisconsin Avenue, Suite 425, Bethesda, Maryland.
- VI. Period of Performance  
The period of performance for this purchase order shall begin on September 24, 2007 through September 23, 2008, and shall have four (4) one-year option periods as follows:

OPTION YEAR	PERIOD OF PERFORMANCE
Option Year One	September 24, 2008 through September 23, 2009
Option Year Two	September 24, 2009 through September 23, 2010
Option Year Three	September 24, 2010 through September 23, 2011
Option Year Four	September 24, 2011 through September 23, 2012