

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 SEP 3 2008		2. CONTRACT NO. (if any) NNG07DA20B		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-08-395		4. REQUISITION/REFERENCE NO. 33-08-395 FFS# 10870832C		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michele Sharpe Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS 11545 Rockville Pike Attn: Bill Dabbs Mail Stop: T2-C2		c. CITY Washington	
				d. STATE DC	
				e. ZIP CODE 20555	

7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR IMMIXTECHNOLOGY, INC.		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8444 WESTPARK DR STE 200		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 MC LEAN		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.	
e. STATE VA		f. ZIP CODE 221025112	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 810-15-5E1-330 JC: J1296 BOC: 3130 APPN NO.: 310X0200.810 OBLIGATE: \$196,104.57 DUNS# 788283989		10. REQUISITIONING OFFICE CIO CSO	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input 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			
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 ARO
a. INSPECTION ROCKVILLE, MD		b. ACCEPTANCE ROCKVILLE, MD		16. DISCOUNT TERMS NET 30	

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)
	<p>In accordance with the provisions of the NASA Interagency Scientific Engineering Workstation Procurement (SEWP), the U.S. Nuclear Regulatory Commission hereby accepts the quotation received from ImmixTechnology for the software listed in the attached quote (Immix Quote Number QUO-72452-83X10H)</p> <p>NRC Point of Contact: Bill Dabbs (301) 415-0524</p> <p>ImmixTechnology Point of Contact: Gibron Nicholson (703) 663-2706</p> <p>The License Agreement is a binding agreement between NRC and Guidance Software, Inc. The terms and conditions of the delivery order are a binding agreement between NRC and ImmixTechnology.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						
	c. CITY Denver		d. STATE CO		e. ZIP CODE 80235-2230		17(i). GRAND TOTAL \$196,104.57

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Eleni Jernell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM00

"SUNSI Review Complete"

ADM002

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

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.

A.4 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

A.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures

on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

It is acknowledged and understood that you are a federal agency of the United States Government. Accordingly, and not withstanding any other terms and conditions contained in this agreement, the Agreement is subject to federal law, and remedies, procedures, disputes, payment and all other provisions set forth in the Federal Acquisition Regulation (FAR). Agreement terms that are inconsistent with or contrary to federal law and the FAR are deemed inapplicable and superceded. This agreement is subject to the availability of appropriated funds and agency budget priorities.