

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER <b>SEP 08 2008</b>		2. CONTRACT NO. (If any) GS35F4506G		6. SHIP TO:	
3. ORDER NO. NRC-DR-10-08-422		4. REQUISITION/REFERENCE NO. ADM-08-422 408A8692		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555		7. TO:		b. STREET ADDRESS Warehouse Attn: Susan Cusseaux	
a. NAME OF CONTRACTOR NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC CIVILIAN AGENCIES		b. COMPANY NAME		c. CITY Rockville	
c. STREET ADDRESS 7575 COLSHIRE DR		d. CITY MCLEAN		d. STATE MD	
e. STATE VA		f. ZIP CODE 221027508		e. ZIP CODE 20852	
9. ACCOUNTING AND APPROPRIATION DATA See below for accounting and appropriation data. DUNS# 064681021		\$33,417.38		10. REQUISITIONING OFFICE ADM Office of Administration	
11. 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"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALLBUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION NRC Warehouse		b. ACCEPTANCE NRC Warehouse		See Below	
		N/A		16. DISCOUNT TERMS N/A	

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>The purpose of this Firm Fixed Price Delivery Order is to provide the Division of Facilities Security (DFS) with two (2) AltaScan CardScan Systems, maintenance, training and installation. All work shall be performed in accordance with the attached Northrop Grumman Proposals.</p> <p>All materials shall be delivered, installed and NRC staff trained by 11/30/2008.</p> <p>The period of performance for on-site maintenance only, shall be 9/8/2008 - 9/7/2009.</p> <p>This Delivery Order contains one Time &amp; Material line item with a ceiling that shall not exceed \$3,596.67.</p> <p>Accounting and Appropriation Data:</p> <p>FFS# ADM-08-422: 84060-5B1701 D2496 3131 x0200 \$24,708.00 FFS# 408A8692: 84060-5B1701 D2496 252A x0200 \$ 8,709.38</p>					
					See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
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	
22. UNITED STATES OF AMERICA BY (Signature) <i>Neha Dhir</i>		23. NAME (Typed) Neha Dhir Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			
SEE BILLING INSTRUCTIONS ON REVERSE				\$33,417.38	
				\$33,417.38	

17(h) TOTAL (Cont. pages)

17(i) GRAND TOTAL

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
2

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DATE OF ORDER	CONTRACT NO. GS35F4506G	ORDER NO. NRC-DR-10-08-422
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	AltaScan CardScan Systems (GSA Item) Northrop Grumman Proposal 43-08-3-057 applies.	[REDACTED]			\$24,708.00	
002	AltaScan System Installation and Training (Open Market) Northrop Grumman Proposal 43-08-3-076R1 applies.	[REDACTED]			\$5,112.71	
003	On-Site Maintenance - Time and Materials - Ceiling Period of Performance: 9/8/2008 - 9/7/2009  The ceiling consists of: \$1,596.70 labor (GSA rate) and \$2,000.00 in materials. The labor rate is \$159.67.  All installation and training services shall be coordinated with the below NRC contacts.  NRC Points of Contact: Susan Cusseaux: 301-415-6545 Drew Pretzello: 301-415-7404  Northrop Grumman Point of Contact: [REDACTED]	[REDACTED]			\$3,596.67	

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

\$33,417.38

## **DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT**

### **A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$33,417.38. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$33,417.38. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

### **A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **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 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.

**A.5 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.