

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 26 2008		2. CONTRACT NO. (if any) GS35F0142S		6. SHIP TO:			
3. ORDER NO. NRC-DR-33-08-349		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 Attn: Michele D. Sharpe Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 33-08-349 FFS# 10870617C		b. STREET ADDRESS 11545 Rockville Pike Attn: Evan Jones Mail Stop: T5-D14			
				c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
		7. TO:		f. SHIP VIA			
a. NAME OF CONTRACTOR MEMORY EXPERTS INTERNATIONAL (USA) INC				8. TYPE OF ORDER			
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1651 E ST ANDREW PL				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 SANTA ANA		e. STATE CA	f. ZIP CODE 927054932		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.		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 810-15-5E1-332 JC: J1289 BOC: 3130/31 APPN NO.: 31X0200.810 OBLIGATE: \$50,500.00 DUNS# 949187991				10. REQUISITIONING OFFICE CIO OIS/ICOD/DDB			
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 SMALLBUSINESS			
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION ROCKVILLE, MD		b. ACCEPTANCE ROCKVILLE, MD		9/23/2008-9/22/2009		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	Contractor shall provide MXP Stealth USB Drives in accordance with the terms and conditions of GSA Contract No. GS-35F-0142S. MXST14GB-001FIPS (4GB Stealth MXP Metal Case)		EACH	193.00		
002	MXSTP14GB-001FIPS (4GB Stealth MXP Passport Metal Case)		EACH	142.00		
003	MXENTACC (Access Enterprise)					
<p>This is a fixed price indefinite delivery indefinite quantity (IDIQ) contract. The period of performance is 9/25/2008 - 9/24/2009 with two (2) one year options.</p> <p>This is a task ordering contract. Orders placed for products under this IDIQ will be issued via task order. Task orders will be issued by the Contracting Officer to order any of the line items listed above. Funds in the amount of \$50,500 are obligated to fund the minimum amount of the IDIQ contract.</p>						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		OBLIGATED AMOUNT \$50,500.00	
						17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME Department of Interior / NBC NRCPayments@nbc.gov						BASE YR CEILING (EST) \$180,050.00	
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						17(i). GRAND TOTAL	
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		TOTAL CEILING (EST) \$540,150.00		

22. UNITED STATES OF AMERICA
BY (Signature)

Eleni Jernell

23. NAME (Typed)
Eleni Jernell
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE ADMIN
AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM NO. 346 (REV. 4/2006)
PRESCRIBED BY GSA FPMR 48 CFR 53.213(f)

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

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

DATE OF ORDER	CONTRACT NO. GS35F0142S	ORDER NO. NRC-DR-33-08-349
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Option Year One Ceiling (Estimated): Minimum: \$54,015.00 Maximum: \$180,050.00 Option Year 2 Ceiling (Estimated): Minimum: \$54,015.00 Maximum: \$180,050.00 Total Contract Ceiling (Estimated): Minimum: \$162,045.00 Maximum: \$540,150.00					

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

\$180,050.00

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

Technical Requirements

- All USB thumbs drives must meet the FIPS 140-2 overall level 2 validation and shall be validated to level 3 for the following:
 - Roles, Services, Authentication;
 - Electromagnetic Interface (EMI)/Electromagnetic Compatibility (EMC);
 - Design Assurance
- Encryption shall be performed using AES with a key strength of at least 256 bits.
- Secure authentication to gain access to each thumb drive shall be enforced using one of the following methods:
 - A strong password
 - An NRC issued digital certificate authorized for SGI access and processing;
 - A biometric combined with a strong password.
- Each thumb drive must be capable of being managed in such a way as to allow the creation of an administrator account which would allow password recovery and IG investigations. This capability requires centralized management capability
- Each thumb drive shall be optionally color coded (purple) upon request with one of several NRC logos. The NRC will work with vendor to develop the jacket design that will best fit the agency's needs.

Ordering Procedures/Requirements

Orders for products under this contract shall be placed by the Contracting Officer through the issuance of a task order. The Project Officer does not have the authority to issue delivery orders or change the terms and conditions of any orders previously placed under this 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 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Evan Jones, III
OIS/ICOD/DDB

Address: U.S. Nuclear Regulatory Commission
Office of Information Services
Mail Stop: T5-D14

Telephone Number: (301) 415-6950
Email: Evan.Jones@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

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 Fiscal Year 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 Fiscal Year 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 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from September 25, 2008 through September 24, 2009.

A.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months after the expiration of the contract.

A.7 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

A.8 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date of the contract through the expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

A.9 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$335.00;
- (2) Any order for a combination of items in excess of \$180,050.00; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

A.10 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 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 3 years.

A.11 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.

A.12 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.13 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.14 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.