

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3

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

BPA NO.

1. DATE OF ORDER <b>JAN 23 2009</b>		2. CONTRACT NO. (if any) NRC-DR-33-08-349		6. SHIP TO:	
3. ORDER NO. T001		4. REQUISITION/REFERENCE NO. 33-08-349T001 FFS# 10970584		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				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 SEE BLOCK 17(B) FOR ACCOUNTING AND APPROPRIATION DATA DUNS#: 949187991		\$80,650.00		10. REQUISITIONING OFFICE CIO	

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) -30 ARO		16. DISCOUNT TERMS NET 30
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION				

## 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)
001	Under Task Order No. 001 contractor shall provide MXP Stealth USB Drives in accordance with the terms and conditions of GSA Contract No. GS-35F-0142S and the terms and conditions of base order NRC-DR-33-08-349.					
	The contractor shall provide the following:					
001	MXSTP14GB-001-FIPS				\$9,650.00	
002	MXSTP14GB-001-FIPS				\$71,000.00	
	ACCOUNTING AND APPROPRIATION DATA: Administratively transfer funds in the amount of \$50,500 from base order NRC-DR-33-08-349. The accounting data is as follows: 810-15-5E1-332 J1289 3130/31 31X0200.810 FFS# 10870617C. Additionally, obligate funds in the amount of \$30,150. The accounting data is as follows: 910-15-5E1-332 J1289 3130/31 31X0200.910 FFS# 10970584. Task Order No. 001 total obligated amount: \$80,650.00					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$80,650.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov							17(i) GRAND TOTAL
	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)

23. NAME (Typed)  
Eleni Jernell  
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE ADM001

INSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 11-03)  
PRESCRIBE 25.213(f)

ADM002



### **A.1 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.2 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.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.