

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER <b>FEB 10 2009</b>		2. CONTRACT NO. (if any) GS35F0330J		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-09-346		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: Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 33-09-346 10970538C;5509R014A		b. STREET ADDRESS 11555 Rockville Pike Attn: Tu Tran Mail Stop: O-6 D3M	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR IMMIXTECHNOLOGY, INC.		f. SHIP VIA		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.		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.	
d. CITY MC LEAN		e. STATE VA	f. ZIP CODE 221025112		
9. ACCOUNTING AND APPROPRIATION DATA 910-15-5F1-340 J1272 252A 31X0200.910 \$115,784.53 95515344C71 F1127 252A 31X0200 \$15,770 DUNS # 098692374		\$131,554.53		10. REQUISITIONING OFFICE CIO OIS/BPIAD/CPASB	

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)	
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION			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 Contractor shall provide the NRC with IBM Rational Software in accordance with the terms and conditions of GSA Contract No. GS-35F-0330J and the terms and conditions of this delivery order.</p> <p>Quote No. QUO-77031-BQ1RF3 is incorporated and attached to the delivery order.</p> <p>The effective date of this order is January 1, 2009 and the period of performance is 1/1/2009 through 12/31/2009.</p> <p>Billing Terms: Monthly in Arrears</p> <p></p> <p>NRC Contact: Tu Tran Tu.Tran@nrc.gov (301) 415-7119</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						\$131,554.53	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
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AUTHORITY: 48 CFR 101-11.6 PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM NO. 347 (REV. 4/2006) PRESCRIBED BY 48 CFR 53.213(f)



## **TASK ORDER TERMS AND CONDITIONS**

### **A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

### **A.2 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.3 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.4 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.