

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 4 PAGES

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

BPA NO.

1. DATE OF ORDER <b>MAR 24 2009</b>		2. CONTRACT NO. (if any) GS35F0199R		6. SHIP TO:	
3. ORDER NO. NRC-DR-10-09-405		4. REQUISITION/REFERENCE NO. 10-09-405		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				b. STREET ADDRESS NRC Warehouse Attn: Karen Cudd 5008 Boiling Brook Parkway	
		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR CROSS MATCH TECHNOLOGIES, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 3950 RCA BLVD STE 5001				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 PALM BEACH GARDENS		e. STATE FL	f. ZIP CODE 334104227		
9. ACCOUNTING AND APPROPRIATION DATA 94015-5B1C16 H1207 3191 x0200 Obligate \$74,900.19 DUNS# 938318995 FFS# ADM-09-405				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 Rockville, MD		b. ACCEPTANCE Rockville, MD		45 days ARO	
		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)
	The purpose of this Firm Fixed Price Delivery Order is to provide the NRC's Facility Security Branch with the following CrossMatch equipment.					
001	LSCAN Guardian USB Scanner: Part Number #920108				\$61,956.00	
002	Verifier 310 USB LC2.0: Part Number #920081				\$6,552.00	
003	Enhanced Warranty, First Year, Live Scan, Deck only with X-ship: Part Number #930008				\$5,467.50	
004	Shipping - not to exceed				\$924.69	
	All equipment shall be delivered to the address shown in block #6.					
	All equipment shall be delivered no later than 45 days after receipt of order (ARO).					
	NRC POC: Karen Cudd - 301-415-6554					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$74,900.15	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$74,900.19	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)  
Morie Gunter-Henderson  
Contracting Officer  
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITIONS ARE OBSOLETE

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

SUNSI REVIEW COMPLETE

DMOD



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

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

### **A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

The firm fixed price of this contract is \$74,900.19.

### **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.