

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 4

1. DATE OF ORDER 6/14/09		2. CONTRACT NO. (If any) GS35F3082D		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-09-392		4. REQUISITION/REFERENCE NO. OIS-09-392		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Aaron Alvarado Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS NRC Warehouse ATTN: Jonathan Feibus 5008 Boiling Brook Pkwy	
		c. CITY Rockville	d. STATE MD	e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR DATA SYSTEMS HARDWARE INC. (DUNS: 139629588)				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 22455 DAVIS DR STE 110				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 STERLING		e. STATE VA	f. ZIP CODE 201644446		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 910-15-5E1-330 JC: J1296 BOC: 3130 APPN: 31X0200.910 OBLIGATE: \$280,589.14 FFS: 10970701				10. REQUISITIONING OFFICE Office of Information Services	
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"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <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) 5/1/2009	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS NET 30	

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>Data Systems Hardware, Inc. shall provide the U.S. Nuclear Regulatory Commission with "nCircle Replacement Hardware and Licenses." Quote 6309-JF is hereby accepted and made part of this order.</p> <p>This is a FIRM-FIXED PRICE delivery order.</p> <p>The period of performance for this delivery order is from 6/1/2009 through 11/30/2010.</p> <p>NRC-Contact: Jonathan Feibus (301)-415-0717 jonathan.feibus@nrc.gov</p>				See CONTINUATION Page	

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						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		\$280,589.14	
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORITY: 48 CFR 53.213(f)
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM NO. 34 (2006)
PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

GS35F3082D

NRC-DR-33-09-392

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	nCircle VnE Manager 4100 Period of Performance: 6/1/2009 through 11/30/2009		EA		\$26,856.00	
002	18 months Annual Support for VnE 4100 Period of Performance: 6/1/2009 through 11/30/2009		LOT		\$8,459.64	
003	nCircle CCM Network Devices (per IP address) Period of Performance: 6/1/2009 through 11/30/2009		EA		\$6,725.50	
004	nCircle CCM Network Servers (per IP address) Period of Performance: 6/1/2009 through 11/30/2009		EA		\$8,671.00	
005	nCircle CCM Network Workstations (per IP address) Period of Performance: 6/1/2009 through 11/30/2009		EA		\$162,500.00	
006	18 Months Annual Support nCircle CCM items (21% co-termed) Period of Performance: 6/1/2009 through 11/30/2009		LOT		\$56,037.00	
007	Device Profiler 3000 (4G) Period of Performance: 6/1/2009 through 11/30/2009		EA		\$10,042.00	
008	18 Months Annual Support for DP 3000 Period of Performance: 6/1/2009 through 11/30/2009		LOT		\$3,163.00	
009	Credit from nCircle Early Renewal		LOT		-\$1,865.00	

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

\$280,589.14

OTHER TASK ORDER TERMS AND CONDITIONS

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

A.2 FIRM FIXED PRICE

The total firm fixed price of this contract is **\$280,589.14**.

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 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.

A.5 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.