

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 4 2000		2. CONTRACT NO. (If any) GS35F0325M		6. SHIP TO:	
3. ORDER NO. NRCDR0209016		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. 02-09-016	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: PEARLETTE MERRIWEATHER Mail Stop: TWB-01-B10M Washington, DC 20555				a. NAME OF CONSIGNEE NRC Warehouse Facility	
				b. STREET ADDRESS Attn: Chris Bajwa/Mail Stop EBB3D02M 5008 Broiling Brook Parkway	
		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SILICON GRAPHICS, INC. SGI				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 1140 E ARQUES AVE				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 SUNNYVALE		e. STATE CA		f. ZIP CODE 940854602	
9. ACCOUNTING AND APPROPRIATION DATA B&R:95015366133 JC:J5624 BOC:252A APPN:31X0200 DUNS:024039778				10. REQUISITIONING OFFICE NMS \$9,238.65	

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"/> 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) 9/14/2010	16. DISCOUNT TERMS NET 30
a. INSPECTION SEE BLOCK 6		b. ACCEPTANCE SEE BLOCK 6			

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	In accordance w/ the terms & conditions of Silicon Graphics GSA contract GS-35F-0325M, SGI Federal shall provide the U.S. Nuclear Regulatory Commission with the license and maintenance described on page 2. This is a firm fixed price delivery order. Description on items; See page 2 NRC Project Officer: Chris Bajwa (301)415-3333 chris@bajwa@nrc.gov				\$9,238.65	

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						
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		
SEE BILLING INSTRUCTIONS ON REVERSE						

22. UNITED STATES OF AMERICA BY (Signature) <i>Pearlette Merriweather</i>		23. NAME (Typed) Pearlette Merriweather TITLE: CONTRACTING/ORDERING OFFICER	
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Base Period - 9/15/2009 – 9/14/2010

	Part#	Part Description	Qty	Support	Cost
1	LS-3300-12-3	Altix 3300 Deskside server: 12x1.3		FullCare	\$9,756.00
2	LS-3300	Altix 3300 Server: base system infr		FullCare	\$732.00
3	LS33-MEM-8G-133	8GB standard system memory (8		FullCare	\$0.00
4	PCI-SCSI-U3-2P	PCI dual port Ultra3 SCSI LVD or s		FullCare	\$0.00
5	SR5-XVM-IPF-M	Right To Use XVM Standalone Vol		FullCare	\$0.00
6	MO5-	CD CD-ROM Update Media requireme		FullCare	\$300.00
7	PCIX-GIGENET-OR	1-port optical Gigabit Ethernet card		FullCare	\$0.00
8	PCIX-SCSI-U4-2P	Dual port Ultra SCSI LVD/SE HBA ProPack 6 RTU License for S		FullCare	\$0.00
9	146GBR-IXBRICK	Remarketed System disk for use in		FullCare	\$0.00
10	10 NI5-PP6-32S	SGI ProPack 6 RTU License for S		FullCare	\$300.00
11	NI5-SFS1-32S	SGI Foundation Software 1 RTU Li		FullCare	\$96.00
12	SR5-SLS-IA64-8-1Y	Technical Phone Support Only		FullCare	\$672.00
13	LS-330-12-3	Altix 3300 Deskside server:12x1.3			\$0.00
14	SR5-SLS-IA64-8-1Y-R1	Yr Novel SLES upgrade protection			400.00
	TOTAL				\$9,238.65

Option Period I - 9/15/2010 – 9/14/2011

	Part#	Part Description	Qty	Support	Cost
1	LS-3300-12-3	Altix 3300 Deskside server: 12x1.3		FullCare	\$9,756.00
2	LS-3300	Altix 3300 Server: base system infr		FullCare	\$732.00
3	LS33-MEM-8G-133	8GB standard system memory (8		FullCare	\$0.00
4	PCI-SCSI-U3-2P	PCI dual port Ultra3 SCSI LVD or s		FullCare	\$0.00
5	SR5-XVM-IPF-M	Right To Use XVM Standalone Vol		FullCare	\$0.00
6	MO5-	CD CD-ROM Update Media requireme		FullCare	\$300.00
7	PCIX-GIGENET-OR	1-port optical Gigabit Ethernet card		FullCare	\$0.00
8	PCIX-SCSI-U4-2P	Dual port Ultra SCSI LVD/SE HBA ProPack 6 RTU License for S		FullCare	\$0.00
9	146GBR-IXBRICK	Remarketed System disk for use in		FullCare	\$0.00
10	10 NI5-PP6-32S	SGI ProPack 6 RTU License for S		FullCare	\$300.00
11	NI5-SFS1-32S	SGI Foundation Software 1 RTU Li		FullCare	\$96.00
12	SR5-SLS-IA64-8-1Y	Technical Phone Support Only		FullCare	\$672.00
13	LS-330-12-3	Altix 3300 Deskside server:12x1.3			\$0.00
14	SR5-SLS-IA64-8-1Y-R1	Yr Novel SLES upgrade protection			400.00
	TOTAL				\$9,238.65

Option Period II - 9/15/2011 – 9/14/2012

	Part#	Part Description	Qty	Support	Cost
1	LS-3300-12-3	Altix 3300 Deskside server: 12x1.3		FullCare	\$9,756.00
2	LS-3300	Altix 3300 Server: base system infr		FullCare	\$732.00
3	LS33-MEM-8G-133	8GB standard system memory (8		FullCare	\$0.00
4	PCI-SCSI-U3-2P	PCI dual port Ultra3 SCSI LVD or s		FullCare	\$0.00
5	SR5-XVM-IPF-M	Right To Use XVM Standalone Vol		FullCare	\$0.00
6	MO5-	CD CD-ROM Update Media requireme		FullCare	\$300.00
7	PCIX-GIGENET-OR	1-port optical Gigabit Ethernet card		FullCare	\$0.00
8	PCIX-SCSI-U4-2P	Dual port Ultra SCSI LVD/SE HBA ProPack 6 RTU License for S		FullCare	\$0.00
9	146GBR-IXBRICK	Remarketed System disk for use in		FullCare	\$0.00
10	10 NI5-PP6-32S	SGI ProPack 6 RTU License for S		FullCare	\$300.00
11	NI5-SFS1-32S	SGI Foundation Software 1 RTU Li		FullCare	\$96.00
12	SR5-SLS-IA64-8-1Y	Technical Phone Support Only		FullCare	\$672.00
13	LS-330-12-3	Altix 3300 Deskside server:12x1.3			\$0.00
14	SR5-SLS-IA64-8-1Y-R1	Yr Novel SLES upgrade protection			400.00
	TOTAL				\$9,238.65

Option Period III - 9/15/2012 – 9/14/2013

	Part#	Part Description	Qty	Support	Cost
1	LS-3300-12-3	Altix 3300 Deskside server: 12x1.3		FullCare	\$9,756.00
2	LS-3300	Altix 3300 Server: base system infr		FullCare	\$732.00
3	LS33-MEM-8G-133	8GB standard system memory (8		FullCare	\$0.00
4	PCI-SCSI-U3-2P	PCI dual port Ultra3 SCSI LVD or s		FullCare	\$0.00
5	SR5-XVM-IPF-M	Right To Use XVM Standalone Vol		FullCare	\$0.00
6	MO5-	CD CD-ROM Update Media requireme		FullCare	\$300.00
7	PCIX-GIGENET-OR	1-port optical Gigabit Ethernet card		FullCare	\$0.00
8	PCIX-SCSI-U4-2P	Dual port Ultra SCSI LVD/SE HBA ProPack 6 RTU License for S		FullCare	\$0.00
9	146GBR-IXBRICK	Remarketed System disk for use in		FullCare	\$0.00
10	10 NI5-PP6-32S	SGI ProPack 6 RTU License for S		FullCare	\$300.00
11	NI5-SFS1-32S	SGI Foundation Software 1 RTU Li		FullCare	\$96.00
12	SR5-SLS-IA64-8-1Y	Technical Phone Support Only		FullCare	\$672.00
13	LS-330-12-3	Altix 3300 Deskside server:12x1.3			\$0.00
14	SR5-SLS-IA64-8-1Y-R1	Yr Novel SLES upgrade protection			400.00
	TOTAL				\$9,238.65

A.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this delivery order for \$9,238.65.

A.2 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.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 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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates

provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of expiration of task order.

A.6 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 20 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 .

