

# 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 <b>AUG 29 2009</b>		2. CONTRACT NO. (if any) GS35F0468J		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-09-440		4. REQUISITION/REFERENCE NO. 10970768		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Cont Spc, 301-492-3629 Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Judy Seeherman Mail Stop T-5-E31 11545 Rockville Pike	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR LEVI, RAY & SHOUP, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 2401 W MONROE ST				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 SPRINGFIELD	e. STATE IL	f. ZIP CODE 627041439		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 B&R: 910-15-5E1-338 JCN: D1407 BOC: 2570 APPNO: 31X0200.910 FFS# 10970768 OBLIGATE \$10,406.79 DUNS# 038409868		\$10,406.79		10. REQUISITIONING OFFICE OIS Office of Information Services	
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) 8/29/2009-12/31/2010	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS # 038409868 Levi, Ray & Shoup, Inc. shall provide software maintenance support for AnyQueue software, as described below, in accordance with the terms and conditions of GSA Contract No. GS-35F-0468J. This is a fixed-price delivery order.					
	Base Period Items and Prices, Aug. 29, 2009 - Dec. 31, 2010.					
001	ANYQUEUE for HP-UX, licensed for a maximum of 2 servers		lot		\$7,721.86	
002	ANYQUEUE/WEBTRAC, licensed for a maximum of 25 users		lot		\$2,684.93	
	The period of performance for the base period is 08/29/2009 through 12/31/2010 (approximately 16 months). The Government may extend the term of this order for an additional two one-year option periods, as follows: Option Year One: 01/01/2011 - 12/31/2011 Option Year Two: 01/01/2012 - 12/31/2012					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$10,406.79	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						\$10,406.79	17(i). GRAND TOTAL
a. NAME Department of Interior / NBC email: NRCPayments@nbc.gov							
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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OPTIONAL FORM 347 (REV. 4/2008)  
PRESCRIBED BY GSA/FAR 101-11.6

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

GS35F0468J

NRC-DR-33-09-440

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
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The estimated prices for software maintenance support for Option Years One and Two are as follows:

Option Year One, 01/01/2011 - 12/31/2011:

ANYQUEUE for HP-UX, 2 servers, \$6,463.00  
ANYQUEUE/WEBTRAC, 25 users, \$2,259.00

Total Estimated Option Year One = \$8,722.00

Option Year Two, 01/01/2012 - 12/31/2012:

ANYQUEUE for HP-UX, 2 servers, \$6,914.00  
ANYQUEUE/WEBTRAC, 25 users, \$2,417.00

Total Estimated Option Year Two = \$9,331.00

The total amount of this delivery order for the products/services ordered, delivered, and accepted,

if all option years are exercised, is as follows:

Base Period, 08/29/2009 - 12/31/2010, \$10,406.79  
Option Year 1, 01/01/2011 - 12/31/2011, \$8,722.00 (estimate)  
Option Year 2, 01/01/2012 - 12/31/2012, \$9,331.00 (estimate)

Total Amount \$28,459.79

NRC Project Officer: Judy Seeherman, 301-415-5854,  
judy.seeherman@nrc.gov

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

**TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

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

**A.2 Other Applicable Clauses**

[X] See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

[X] 52.217-9, Option to Extend the Term of the Contract

**A.3 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 three days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least seven 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 approximately 3 years and 4 months.

**A.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond December 31, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond December 31, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **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.

#### **A.6 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.7 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.