

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER SEP 22 2009		2. CONTRACT NO. (If any) NRC-DR-33-08-349		6. SHIP TO:	
3. ORDER NO. T003		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. 33-08-349T003		5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michele D. Sharpe Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS 11545 Rockville Pike Attn: Evan Jones Mail Stop: T5-D14	
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	

a. NAME OF CONTRACTOR MEMORY EXPERTS INTERNATIONAL USA INC		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 1651 E ST ANDREW PL		<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.	
d. CITY SANTA ANA	e. STATE CA	f. ZIP CODE 927054932	

9. ACCOUNTING AND APPROPRIATION DATA B&R: 910-15-5E1-332 JC: J1289 BOC: 3130/31 APPN No.: 31X0200.910 FFS# 10970900 DUNS#: 949187991		\$213,000.00	10. REQUISITIONING OFFICE OIS
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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) 30 ARO	16. DISCOUNT TERMS NET 30
a. INSPECTION DESTINATION	b. ACCEPTANCE DESTINATION			

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	Under Task Order No. 003 contractor shall provide MXP Stealth USB Drives in accordance with the terms and conditions of GSA Contract No. GS-35F-0142S and the terms and conditions of base order NRC-DR-33-08-349. The contractor shall provide the following: MXSTP14GB058FIPS (Line Item 002 on base order)		EACH		\$213,000.00	

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				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) Jordan Pulaski Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 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.2 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.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.