

**SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

CONTRACT NO. **GS35P0330J**      3. AWARD/EFFECTIVE DATE **SEP 03 2010**      4. ORDER NO. **NRC-DR-43-10-907**      5. SOLICITATION NUMBER      6. SOLICITATION ISSUE DATE

FOR SOLICITATION INFORMATION CALL:      a. NAME **William A. Adams**      b. TELEPHONE NO. (No Collect Calls) **301-492-3641**      8. OFFER DUE DATE/LOCAL TIME

ISSUED BY **U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn:  
Mail Stop: TWB-01-B10M  
Washington, DC 20555**      CODE **3100**      10. THIS ACQUISITION IS  
 UNRESTRICTED OR       SET ASIDE:      % FOR:  
 SMALL BUSINESS       EMERGING SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
NAICS: **443120**       SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS      (A)  
SIZE STANDARD:

1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE      12. DISCOUNT TERMS      13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)      13b. RATING **N/A**  
19. METHOD OF SOLICITATION  
 RFQ       IFB       RFP

5. DELIVER TO **U.S. Nuclear Regulatory Commission  
Washington DC 20555**      CODE      16. ADMINISTERED BY **U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: TWB-01-B10M  
Washington, DC 20555**      CODE **3100**

7a. CONTRACTOR/OFFEROR **IMMIXTECHNOLOGY, INC.  
8444 WESTPARK DR STE 200  
MC LEAN VA 221025112  
TELEPHONE NO. DUNS:098692374**      CODE      FACILITY CODE      18a. PAYMENT WILL BE MADE BY **Department of Interior / NBC  
NRCPayments@nbc.gov  
Attn: Fiscal Services Branch - D2770  
7301 W. Mansfield Avenue  
Denver CO 80235-2230**      CODE **3100**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER      18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
CLIN 001	EnCase? Enterprise Disaster Recovery SAFE v6		EA		
CLIN 002	EnCase? Enterprise SMS 20% 1 yr		EA		
CLIN 003	EnCase? Enterprise Disaster Recovery Snapshot		EA		
CLIN 004	EnCase? Enterprise SMS 20% 1 yr		EA		
CLIN 005	EnCase? Portable ** OPEN MARKET **		EA		
CLIN 006	EnCase? Portable - SMS 20% 1 yr		EA		
CLIN 007	Tableau TD1 Forensic Duplicator		EA		
CLIN 008	EnCase? Neutrino? for EnCase? Forensic		EA		
CLIN 009	EnCase? Neutrino? for EnCase? Forensic Subscription Support		EA		
CLIN 010	Gov't Encase? Forensic V6		EA		
				<b>SUBTOTAL</b>	

5. ACCOUNTING AND APPROPRIATION DATA **BB&R#: 07S-15-5D1-135; JC:N7427; BOC:252A; APP#:31X0200  
FUNDED AMOUNT \$65,431.24**      26. TOTAL AWARD AMOUNT (For Govt. Use Only) **\$65,431.24**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED      29. AWARD OF CONTRACT: REF. OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR **David J. Stewart**      31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) **William A. Adams**  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) **DAVID J. STEWART VP**      30c. DATE SIGNED **09/03/10**      31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) **William A. Adams Contracting Officer**      31c. DATE SIGNED **9-7-2010**

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

**SEP 14 2010**

**ADM001**

19. ITEM NO.	SCHEDULE APPLIES/SERVICES	21. QUANTITY	UNIT	23. UNIT PRICE	24. AMOUNT
CLIN 011	EnCase? PLSP - 3 Year Service				
	TOTAL AMOUNT				\$65,431.24

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED   
 INSPECTED   
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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

### **A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

#### **A.3 Other Applicable Clauses**

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

52.217-9, Option to Extend the Term of the Contract

#### **A.4 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.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.

#### **A.6 SECTION 508 COMPLIANCE**

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The following standards have been determined to be applicable to this contract: [TO BE INSERTED FROM OFFEROR'S PROPOSAL]

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, without significant alteration, if so required by the NRC in the future.

Within five (5) days of product delivery, the Contractor shall denote, in a comprehensive specific list, all offered EIT products (supplies and services) that fully comply with Section 508, with full details and evidence or verification of compliance. The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this contract's requirements.

If the NRC determines any furnished product or service is not in compliance with the contract, the Contracting Officer (CO) will promptly inform the Contractor in writing. The Contractor shall, without charge to the NRC, repair or replace the non-compliant products or services within the period of time specified in writing by the CO. If such repair or replacement is not completed within the time specified, the NRC shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase of line item without termination liabilities; or

In the case of custom EIT being developed for the NRC, the NRC shall have the right to have any necessary changes made or repairs performed, by the NRC or by another firm, and the Contractor shall reimburse the NRC for any expenses thereby incurred.

[C\$END-OF-CLAUSE]