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# DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 Schedule of Supplies and Services: Total firm fixed price is \$60,624.94 for the following items:

CLIN	Quantity	Description	Mfr Part No	Unit price	Extended		
0001		Software license, Project Pro 2010	H30-03181				
0002	0002 Disk kit, Project Pro 20		H30-02891				
0003	0003 Software license, Visua 2010, Professional Edit		C5E-00724		a daga manana ang sana ang sa Sana ang sana ang san Sana ang sana ang san		
0004		Software license, Visio Pro 2010, Gov	D87-01143	A second se	and any an effective sector of the sector of		
0005		Disk kit, Visio 2010 Pro	D87-04586	Party J.A.	a Sara Ka		
0006		SQL CLIENT ACCESS LICENSE "Microsoft SQL Server Enterprise, Server/CAL license"	810-08584				
0007	0007 SQL Server Enter Listed Language MVL "Microsoft S Enterprise, per-p license"		359-05402		1997 A		
0008		Software Assurance for Microsoft SQL Server Enterprise processor license	810-04413	in a gran and an			
0009	Ĩ	SQLSvrEnt SNGL SA MVL 1Proc Microsoft	810-04404		5		
0010		Microsoft Windows Server 2008, Standard Edition, 64-bit, Complete Package including 5 CALs and media	P73-05005				
0011		WinSvrCAL 2008 SNGL MVL UsrCAL Microsoft	R18-02804				
0012		Microsoft Windows Server 2008 Client Access Licenses (CAL's)	R18-00093				
0013	1	SEWP Fee			1. K. 2.		

### A.2 All items shall be shipped to the following:

Attn: Joel Bristor US NRC - Warehouse 5008 Boiling Brook parkway Rockville MD 20852

All items must be received within 30 days from award.

#### A.3 Other Applicable FAR Clauses

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified at CLIN 0001 with the associated NASA Sewp fee at CLIN 0013. The Contracting Officer may exercise the option by written notice to the Contractor within **3 months**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

#### A.4 NRC Acquisition Clauses

(NRCAR) 48 CFR Ch. 20 - 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 Reptection 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.

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## NNG07DA32B NRC-DR-41-10-027

#### A.5 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: 1194.21 Software applications and operating systems.

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.