

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 09/27/2010		2. CONTRACT NO. (if any) GS35F0330J		6. SHIP TO:	
3. ORDER NO. NRC-DR-09-10-322		MODIFICATION NO.		4. REQUISITION/REFERENCE NO.	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Dominique C. Malone Mail Stop: TWB-01-B10M Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				b. STREET ADDRESS Attn: Jeffrey Sheldon 11545 Rockville Pike Mailstop TWFN/9 D16	
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20555		
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR IMMIXTECHNOLOGY, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 8444 WESTPARK DR STE 200				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 MC LEAN		e. STATE VA	f. ZIP CODE 221025112		
9. ACCOUNTING AND APPROPRIATION DATA Obligate: \$64,880.14, B&R: 07N-15-5HI-133 Job Code: N7366 BOC: 252A Appropriation Number: 31X0200, FFS CFO10361 DUNS Number: 098692374				10. REQUISITIONING OFFICE CFO	
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) 10/09/2011		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE				

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)
CLIN 0001	BINT-ORACLE-4303 Software Update License & Support for Hyperion Planning - System 9 Application User Period of Performance 09/30/2010 - 09/29/2011	26	EA	\$1,000.00	\$26,000.00	
CLIN 0002	Tech-Oracle-431 Hyperion Business Intelligence Hyperion Period of Performance 09/30/2010 - 09/29/2011 Essbase - System 9 Software Update License & Support, Period of Performance 09/30/2010 - 09/29/2011	26	EA	\$34.65	\$899.00	
CLIN 0003	BINT-ORACLE-4303 Software Update License & Support for Hyperion Planning - System 9 Application User Period of Performance 09/30/2010 - 09/29/2011	24	EA	\$12.92	\$309.68	
CLIN 0004	TECH-ORACLE- 436 Hyperion Web Analysis - System 9 Software Update License & Support, 09/30/2010 - 09/29/2011	26	EA	\$26.65	\$693.00	
CLIN 0005	TECH-ORACLE-496 Hyperion Financial Reporting - System 9 Software Update License & Support, 09/30/2010 - 09/29/2011	26	EA	\$26.65	\$693.00	
CLIN 0006	Software Update License & Support BINT-ORACLE-4303 Hyperion Financial Reporting - System 9 Software Update License & Support, 09/30/2010 - 09/29/2011	26	EA	\$27.19	\$707.00	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
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					
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		
					\$64,880.14

17(h)
TOTAL
(Cont.
pages)

17(i)
GRAND
TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

Dominique C. Malone

23. NAME (Typed)
Dominique C. Malone
149

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE ADMIN

SUNSI REVIEW COMPLETE

OPTIONAL FORM NO. 34 (REV. 12/2006)
PRESCRIBED BY GSA FPMR (41 CFR) 101-11.6

ADMIN

A.1 Period of Performance and Delivery Location:

Period of Performance is September 30, 2010 to September 29, 2011

Delivery Location

All items shall be shipped to the following:

Jeffrey Sheldon, Mailstop: TWFN/9 D16
Sr. Systems Analyst
Financial Systems Branch, OCFO
U.S. Nuclear Regulatory Commission
11545 Rockville Pike
Rockville, MD 20852-2738
301-415-5743
Jeffrey.Sheldon@nrc.gov

A.2 Federal Acquisition Regulation 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 in the pricing schedule. 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.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**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.

**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 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.

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.