

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 8 PAGES

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

BPA NO. NRC-HQ-13-A-33-0016

1. DATE OF ORDER AUG 08 2013		2. CONTRACT NO. (if any) GS35F0355V		6. SHIP TO:	
3. ORDER NO.		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. RPPA: OIS-13-294 Dtd 06/20/2013	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Carol J. Greenwood - 301-287-0882 Mail Stop: 3WFNS-C64M Rockville MD 20852-2746				a. NAME OF CONSIGNEE Wil Madison	
				b. STREET ADDRESS E-mail: Wil.Madison@nrc.gov Tel: 301-415-7221 Mailstop: OWFNS-D3M	
		c. CITY		d. STATE	e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR BUSINESSGENETICS, INC				DUNS: 119033129 DUNS4:	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 9200 E MINERAL AVE, STE 380				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
d. CITY CENTENNIAL				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. 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.	
		e. STATE CO	f. ZIP CODE 80112-6020		
9. ACCOUNTING AND APPROPRIATION DATA N/A - Funding to be done at Task Order level				10. REQUISITIONING OFFICE OIS	
DUNS:119033129; NAICS:541611; PSC:7030				12. F.O.B. POINT	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input 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. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS	

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)
	Contract Type: Blanket Purchase Agreement (BPA) Delivery Order - Firm-Fixed Price Total contract ceiling of \$150,000.00 Scope of this BPA will consist of the following new software licenses and license maintenance and support plans:					
0001	SIN: 132-33, Part No.: 2.01, Desc: xBML W5 Licenses					
0002	SIN: 132-33, Part No.: 4.05, Desc: Requirements Generator Licenses					
0003	SIN: 132-33, Part No.: 2.01-M, Desc: xBML W5 Maintenance & Support					
0004	SIN: 132-33, Part No.: 4.05-M, Desc: Requirements Generator Maintenance & Support					
	Base: Period of Performance: 08/29/13 - 08/28/14 Option Year One: Period of Performance: 08/29/14 - 08/28/15 Option Year Two: Period of Performance: 08/29/15 - 08/28/16					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					
	a. NAME U.S. Nuclear Regulatory Commission NRCPayments@nrc.gov			PHONE:		
	b. STREET ADDRESS (or P.O. Box) 11555 Rockville Pike Mailstop: OWFNO3-E17A			FAX:		
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852-2738			
22. UNITED STATES OF AMERICA BY (Signature) <i>Dominique C. Malone</i>				23. NAME (Typed) Dominique C. Malone Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

17(h) TOTAL (Cont. pages)
17(i) GRAND TOTAL

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012) PRESCRIBED BY GSA/FAR 48 CFR 63.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 22 2013

ADM032

Accepted by:

CONTRACTING OFFICER

Dominique C. Malone
(Name)

August 5, 2013
(Date)

Accepted by:

CONTRACTOR

A. J. Reed
(Name)

CEO
(Title)

8/8/13
(Date)

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SECTION A - GENERAL TERMS

A.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Nuclear Regulatory Commission (NRC) and BUSINESSGENETICS, INC hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # GS35F0355V. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

The agreement details all supplies and services with accompanying prices and descriptions, which may be ordered under this BPA.

This BPA expires on 08-27-2014 or such later ending date as determined by the exercise of any option.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

A.2 TERMS AND CONDITIONS

Pursuant to GSA FSS Schedule Contract # GS35F0355V, regarding Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Nuclear Regulatory Commission:

A.3 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between BUSINESSGENETICS, INC and the Nuclear Regulatory Commission under the following terms and conditions incorporated in this BPA and GSA Federal Supply Schedule contract:

Primary Point of Contact: BUSINESSGENETICS, INC
9200 E MINERAL AVE, STE 380
CENTENNIAL, CO 80112-6020
Sharon Jones - Sharon.Jones@businessgenetics.com - 703-556-9103

Cognizant Office (Include complete address):
U.S. Nuclear Regulatory Commission - Div. of Contracts
11555 Rockville Pike, Mail Stop: 3WFN5-C64M
Rockville, MD 20852-2746
Attn: Carol J. Greenwood Carol.Greenwood@nrc.gov - 301-287-0882

A.4 PRICING DATA

1. The prices included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if

applicable, that the contractor has been authorized a rate increase culminating from a negotiation with the Contracting Officer.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Nuclear Regulatory Commission/Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the Nuclear Regulatory Commission Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the Nuclear Regulatory Commission Contracting Officer.

A.5 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

c. The total duration of this BPA, including the exercise of any options under this clause, shall not exceed the performance period of the governing GSA FSS Contract.

A.6 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach /per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at \$150,000.00 over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with order Limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual Task Orders above the stated Task Order and/or Ceiling Limits must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

A.7 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

A.8 PERIOD OF PERFORMANCE

Base:	Period of Performance 08/29/2013 – 08/28/2014
Option Year One:	Period of Performance 08/29/2014 – 08/28/2015
Option Year Two:	Period of Performance 08/29/2015 – 08/28/2016

A.9 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

Dominique C. Malone
Dominique.Malone@nrc.gov
301-287-0953

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

WIL MADISON
301-415-7221
Wil.Madison@nrc.gov

The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

A.10 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Task Order will describe the tasks, services and deliverables required.

A.11 INVOICES

a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

A.12 PRECEDENCE

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

SECTION B - CLAUSES**B.1 FSS-BPA CLAUSE CONTENT**

The clauses that regulate this FSS Blanket Purchase Agreement can be referenced in the Federal Supply Schedule contract # GS35F0355V.

B.2 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

B.3 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

- The EIT is for a national security system.
- The EIT is acquired by a contractor incidental to a contract.

The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

1194.21 Software applications and operating systems.

1194.22 Web-based intranet and internet information and applications. 16 rules.

1194.23 Telecommunications products.

1194.24 Video and multimedia products.

1194.25 Self contained, closed products.

1194.26 Desktop and portable computers.

1194.31 Functional performance criteria.

1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.