ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 13

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

1. DATE OF ORDER	2. CONTRACT NO. (If any)
08/04/2014	GS35F0265X

3. ORDER NO.	4. REQUISITION/REFERENCE NO
NRC-HQ-7N-14-T-0002	CFO-14-0044

5. ISSUING OFFICE (Address correspondence to)
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

6. SHIP TO:

a. NAME OF CONSIGNEE
US NUCLEAR REGULATORY COMMISSION-

b. STREET ADDRESS
MAIL PROCESSING CENTER
4930 BOILING BROOK PARKWAY

c. CITY	d. STATE	e. ZIP CODE
ROCKVILLE	MD	20852

7. TO:

a. NAME OF CONTRACTOR
IMMIXTECHNOLOGY INC

b. COMPANY NAME

c. STREET ADDRESS
8444 WESTPARK DR STE 200

d. CITY	e. STATE	f. ZIP CODE
MCLEAN	VA	221025112

f. SHIP VIA

8 TYPE OF ORDER

☐ a. PURCHASE
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

☒ b. DELIVERY

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.

9. ACCOUNTING AND APPROPRIATION DATA
See Schedule

10. REQUISITIONING OFFICE
OFF OF THE CHIEF FINANCIAL OFFICER

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination			30 net

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)
	This is a firm-fixed-price delivery order. Contractor POC: Tazin Khan 703-752-0610 tazin_kahn@immixgroup.com NRC COR: Jeffrey Sheldon 301-415-5743 Continued ...					

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
US NUCLEAR REGULATORY COMMISSION

$133,100.00

b. STREET ADDRESS (or P.O. Box)
ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP O3-E17A

17(i) GRAND TOTAL

$565,204.36

c. CITY	d. STATE	e. ZIP CODE
ROCKVILLE	MD	20852-2738

22. UNITED STATES OF AMERICA BY (Signature)
08/13/2014

23. NAME (Typed)
MARK THOMPSON
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

AUG 15 2014

ADM002

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/04/2014	GS35F0265X	NRC-HQ-7N-14-T-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	jeffrey.sheldon@nrc.gov Accounting Info: 2014-X0200-FEEBASED-7N-7ND001-51-G-156-N7366-252A Period of Performance: 09/30/2014 to 09/29/2018					
00001	Base Year: ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Planning Plus-Application User-Software Update License & Support - CSI 19243363 - QTY 600 TRUSTED PRODUCT ** Price: $127,050.000 Ext. Price $127,050.00 ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Public Sector Planning and Budgeting-Application User-Software Update License & Support - CSI 19243363 - QTY 50 TRUSTED PRODUCT ** Price: $6,050.0000 Ext. Price: $6,050.00				133,100.00	
00002	Option Year 1: ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Planning Plus-Application User-Software Update License & Support - CSI 19243363 - QTY 600 TRUSTED PRODUCT ** Price: $132,132.000 Ext. Price: $132,132.00 ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Public Sector Planning and Budgeting-Application User-Software Update License & Support - CSI 19243363 - QTY 50 TRUSTED PRODUCT ** Price: $6,292.0000 Ext. Price: $6,292.00 Amount: $138,424.00(Option Line Item) Anticipated Exercise Date08/30/2015				0.00	
	Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/04/2014	GS35F0265X	NRC-HQ-7N-14-T-0002

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00003	Option Year 2: ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Planning Plus-Application User-Software Update License & Support - CSI 19243363 - QTY 600 TRUSTED PRODUCT ** Price: $137,417.284 Ext. Price: $137,417.28 ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Public Sector Planning and Budgeting-Application User-Software Update License & Support - CSI 19243363 - QTY 50 TRUSTED PRODUCT ** Price: $6,543.6818 Ext. Price: $6,543.68 Amount: $143,960.96(Option Line Item) Anticipated Exercise Date08/30/2016				0.00	
00004	Option Year 3: ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Planning Plus-Application User-Software Update License & Support - CSI 19243363 - QTY 600 TRUSTED PRODUCT ** Price: $142,913.965 Ext. Price: $142,913.97 ORACLE-RENEW GS-35F-0265X MNT Out Year Maintenance - Hyperion Public Sector Planning and Budgeting-Application User-Software Update License & Support - CSI 19243363 - QTY 50 TRUSTED PRODUCT ** Price: $6,805.4318 Ext. Price: $6,805.43 Amount: $149,719.40(Option Line Item) Anticipated Exercise Date08/30/2017 The obligated amount of award: $133,100.00. The total for this award is shown in box 17(i).				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

SECTION A - Contract Clauses .....
A.1 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE.....
A.2 NRCF030 PERIOD OF PERFORMANCE.....
A.3 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS.....
A.4 NRCH470 GREEN PURCHASING (SEP 2013).....
A.5 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES.....
A.6 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS...
A.7 BILLING INSTRUCTIONS FOR FIXED-PRICE CONTRACT (MAY 2013)
A.8 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY
A.9 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)
A.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

SECTION A – Contract Clauses

A.1 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract base period is $133,100.00 and this amount is fully-funded.

Base Year:	9/30/2014-9/29/2015	$133,100.00
Option Year 1:	9/30/2015-9/29/2016	$138,424.00
Option Year 2:	9/30/2016-9/29/2017	$143,960.96
Option Year 3:	9/30/2017-9/29/2018	$149,719.40

(End of Clause)

A.2 NRCF030 PERIOD OF PERFORMANCE

This contract shall commence 9/30/2014-9/29/2015.

(End of Clause)

A.3 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

A.4 NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired 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, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf and the General Service Administration's (GSA) Green Procurement Compilation at: http://www.gsa.gov/portal/content/198257.

(c) The contractor shall flow down this clause into all subcontracts and other agreements

that relate to performance of this contract/order.

(End of Clause)

A.5 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

(End of Clause)

A.6 NRCH340 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 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 Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

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.7 BILLING INSTRUCTIONS FOR FIXED-PRICE CONTRACT (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: *($50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of $50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)

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1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at http://sam.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period

during which deliverables were completed and for which payment is requested.

i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".

o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

q. Grand Totals.

A.8 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative (hereinafter referred to as the Contracting Officer Representative) for this contract is:

Name: Jeffery Sheldon

Address: US Nuclear Regulatory Commission
11545 Rockville Pike
Rockville MD. 20852

Telephone Number: 301-415-5743

(b) Performance of the work under this contract is subject to the technical direction of the NRC Contracting Officer Representative. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not

contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The Contracting Officer Representative does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the Contracting Officer Representative or must be confirmed by the Contracting Officer Representative in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the Contracting Officer Representative in the manner prescribed by this clause and within the Contracting Officer Representative's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the Contracting Officer Representative is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the Contracting Officer Representative may result in an unnecessary delay in the contractor's performance and

may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the Contracting Officer Representative shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.09 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise

bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

A.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 day of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9/30/2018.