

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER MAR 31 2008		2. CONTRACT NO. (if any) GS35F5151H		6. SHIP TO:	
3. ORDER NO. NRC-DR3307316T003		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Cont Spc, 301-415-7035 Mail Stop T-7-I-2 Washington, DC 20555		4. REQUISITION/REFERENCE NO. OIS-07-316 02/28/2008		b. STREET ADDRESS William T. Dabbs, OIS/CST Mail Stop T-2-C2M 11545 Rockville Pike	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR ARTEL, INC.		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> 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.		<input checked="" type="checkbox"/> 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.	
c. STREET ADDRESS 1893 PRESTON WHITE DR		d. CITY RESTON	e. STATE VA	f. ZIP CODE 201914371	
9. ACCOUNTING AND APPROPRIATION DATA 710-15-5D1-328 J1100 252A 31X0200.710 no FFS number This action administratively transfers \$63,101.61 in FY2007 funds previously obligated under Order DR-33-07-316.		10. REQUISITIONING OFFICE CIO Office of Information Services			
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"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALLBUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		04/01/08 - 04/30/09	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	ARTEL DUNS 190644401 Issuance of Task Order No. 003 under Order DR-33-07-316. Title: "FISMA Compliance" Period of Performance: April 1, 2008 through April 30, 2009 (13 months), plus two option years. See attached pages for description of the task order. Reference ARTEL Inc.'s proposal for Task Order 3 dated 03/13/2008. NRC Project Officer: William T. Dabbs, 301-415-0524, email Bill.Dabbs@nrc.gov ARTEL Program Manager: Dennis Hotetz, 703-620-1700 x8125, cell 301-514-6924, email DHotetz@artelinc.com ARTEL Contracts Manager: Mac Brown, 703-620-1700 x8080, fax 703-620-4262, email MBrown@artelinc.com Note to NRC Accounting: Request FY07 funds in the amount of \$63,101.61, previously obligated under Delivery Order DR-33-07-316 dated 9/25/2007, to be administratively transferred to NRC-DR-33-07-316-T003 (Task Order No. 3).					

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 U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2			17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: NRC-DR-33-07-316-T003			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$250,281.67	

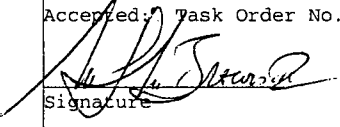
22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Eleni Jernell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER	CONTRACT NO. GS35F5151H	ORDER NO. NRC-DR3307316T003
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Please indicate your acceptance of Task Order 3 by having an official authorized to bind your organization execute three copies of this document in the space provided below and return two copies to the U.S. Nuclear Regulatory Commission, Attn: Manon L. Butt, Division of Contracts, Mail Stop T-7-I-2, 11555 Rockville Pike, Rockville, MD 20852. Please retain the third copy for your records.</p> <p>Accepted: Task Order No. 3 under DR-33-07-316:</p>  <p>Signature</p> <p>Name Milton M. Brown III</p> <p>Title ARTEL, Inc.</p> <p>Contracts Manager</p> <p>Date <u>APRIL 08, 2008</u></p> <p>Enclosure: Statement of Work</p>					

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

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 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.3 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 15 days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 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 three years and one month.

A.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond April 30, 2009. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond April 30, 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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.

A.6 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.7 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.

In accordance with the task order procedures of Delivery Order DR-33-07-316, Information Systems Security Oversight Support Services, this definitizes Task Order No. 3, titled "FISMA Compliance." This effort shall be performed in accordance with the enclosed Statement of Work, the terms and conditions of Delivery Order DR-33-07-316, and GSA Schedule No. GS-35F-5151H.

Period of Performance and Cost

The period of performance for Task Order No. 3 is April 1, 2008 through April 30, 2009 (13 months) for the base period. The Government may extend the term of this task order for an additional two one-year option periods, as follows:

- Option Year 1: May 1, 2009 through April 30, 2010.
- Option Year 2: May 1, 2010 through April 30, 2011.

The task order ceiling is \$250,281.67 (13 month base period). The total amount of this order, if all option periods are exercised, is as follows:

Base Period:	\$250,281.67
Option Year 1:	\$257,066.84
Option Year 2:	\$282,807.92
Total:	\$790,156.43


Price Schedule - A Price Schedule for Task Order No. 3 under DR-33-07-316 is attached. This is a time and material task order.

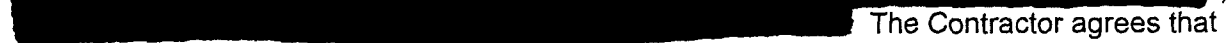
The DR-33-07-316 clause "Option Periods – Task Order/Delivery Order Under A GSA Federal Supply Schedule Contract" applies to this task order.

Consideration and Obligation

FY 2007 funding in the amount of \$63,101.61, previously obligated under Delivery Order DR-33-07-316, will be administratively transferred to this task order, NRC-DR-33-07-316-T003. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this task order. The obligated amount shall at no time exceed the task order ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this task order. Any work undertaken by the Contractor in excess of the obligated amount is done so at the Contractor's sole risk.

Key Personnel

The following individuals are considered to be essential to the successful performance of work hereunder: 

 The Contractor agrees that such personnel shall not be removed from the effort under the task order without compliance with Section A.4, Key Personnel, in basic Delivery Order DR-33-07-316.

The issuance of Task Order No. 3 does not change any terms and conditions of the subject delivery order.

NRC contacts during the course of this task order are:

Technical Matters:

Bill Dabbs, Project Officer, phone 301-415-0524, OIS/CST, Mail Stop T-2-C2M, email Bill.Dabbs@nrc.gov.

Contractual Matters:

Manon L. Butt, Contract Specialist, phone 301-415-7035, ADM/DC/CMB3, Mail Stop T-7-I-2, email Manon.Butt@nrc.gov.