ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: June 25, 2008
2. CONTRACT NO. (If any): GS35F0511T
3. ORDER NO.: NRC-DR-09-08-321 MODIFICATION NO.:
4. REQUISITION/REFERENCE NO.: CFO-08-321

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Danielle Emche, 301-492-3625
Mail Stop: TBMP-01-B10M
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: **Attn: Kevin Jones; Kevin.jones@nrc.gov**
Mail Stop: T-9-C-4
11555 Rockville Pike
c. CITY: Rockville
d. STATE: MD
e. ZIP CODE: 20852
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: CARAHSOFT TECHNOLOGY CORPORATION
b. COMPANY NAME:
c. STREET ADDRESS: 12369 SUNRISE VALLEY DR, STE. D2
d. CITY: RESTON
e. STATE: VA
f. ZIP CODE: 201915430

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.
[X] 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
Job Code: N7012 87N-15-5H1-357
BOC: 251A App No: 31X0200 **Obligate: $65,709.93**

10. REQUISITIONING OFFICE: CFO

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALLBUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF: a. INSPECTION b. ACCEPTANCE

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): As Stated Below

16. DISCOUNT TERMS: N/A

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)
	Carahsoft shall provide the NRC with the software licenses, maintenance and support services in accordance with the terms and conditions of this delivery order, GSA Sechdule contract No.: GS-35F-0511T and the attached quote (enclosure 1).					
001	Base Period: 07/01/2008 - 06/30/2009 Enterprise Performance Management Metify - Additional User licenses	3	Each	$17,522.65	$52,567.95	
002	Base Period: 07/01/2008 - 06/30/2009 Enterprise Performance Management Metify - Additional User Maintenance	3	Each	$4,380.66	$13,141.98	
				BASE PERIOD TOTAL:	**$65,709.93**	
003	Option Year 1: 07/01/2009 - 06/30/2010 Enterprise Performance Management Metify - Additional User Maintenance	6	Each	$4,599.69	$27,598.14	
004	Option Year 2: 07/01/2010 - 09/30/2011 Enterprise Performance Management Metify - Aditional Maintenance	6	Each	$4,829.67	$28,978.02	

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

21. MAIL INVOICE TO
a. NAME: Department of Interior
b. STREET ADDRESS (or P.O. Box): 7301 Mansfield Ave.
Fiscal Services Branch - D2270 NRC-09-08-321)
c. CITY: Denver
d. STATE: CO
e. ZIP CODE: 80325

SEE BILLING INSTRUCTIONS ON REVERSE

17(h) TOTAL (Cont. pages):
17(i). GRAND TOTAL: **$65,709.93**

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): Stephen Pool
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE
TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)
ADM002

DELIVERY ORDER TERMS AND CONDITIONS

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

TITLE DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

A.2 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Kevin Jones
Kevin.Jones@nrc.gov
301-415-6083

U.S. Nuclear Regulatory Commission
MS: T9C4
Washington DC, 20555

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

TITLE DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

A.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is $65,709.93.

A.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on 07/01/2008 and will expire on 06/30/2009. The term of this contract may be extended at the option of the Government for an additional two years, until 10/31/2011.

A.6 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.7 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.8 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 and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

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.

A.9 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.