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c. CITY Denver  d. STATE CO 80235-2230  \$270,000.00										1		0						
22. UNITED STATES OF AMERICA BY (Signature)  23. NAME (Typed) Heriberto Colón, Jr. Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			ERICA	4	- w	2				23. N	Heribert Contract	ing Offi	cer		<del></del> ,			

## ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.

IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER ORDER NO. CONTRACT NO. 04-23-2008 NRC-04-04-062 **NRC TASK ORDER 008** QUANTITY QUANTITY UNIT ITEM NO. ORDERED UNIT PRICE SUPPLIES OR SERVICES AMOUNT (A) (B) (C) (D) (E) (F) (G) \ Reference is made to your email proposal dated April 7, 2008 in response to this effort. The issuance of this task order does not amend any other terms or conditions of the subject contract. Please indicate your acceptance of this Task Order 008 Name 7/17/08 TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

## ADDITIONAL TASK ORDER TERMS AND CONDITIONS

## A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of **TASK ORDER 008** is \$272,775.00 of which the sum of \$253,213.00 represents the estimated reimbursable costs, and of which \$19,562.00 represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to **TASK ORDER 008** is \$270,000.00, of which the sum of \$250,637.01 represents the estimated reimbursable costs, and of which \$19,362.99 represents the fixed fee.
  - (d) It is estimated that the amount currently allotted will cover performance through August 10, 2007.

## A.2 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.