

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 09-30-2008		2. CONTRACT NO. (If any) NRC-07-06-512		6. SHIP TO:	
3. ORDER NO. NRC TASK ORDER 004		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. 07-06-512T004	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr, 301-492-3620 Mail Stop TWB-01-010M Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				b. STREET ADDRESS Attn: Roberto Figueroa Mail Stop: T4-A45 11545 Rockville Pike	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR KMC, INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 9538 LAGERSFIELD CIR					
d. CITY VIENNA	e. STATE VA	f. ZIP CODE 221816174			
9. ACCOUNTING AND APPROPRIATION DATA 811-15-123-317 R1114 3145 31X0200.811 OBLIGATE: \$50,000.00 (FFS Commitment #: NSR-08-520) Contractors DUNS: 103462490				10. REQUISITIONING OFFICE NSR NSIR/PMDA	
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. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED				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.	
				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)
	In accordance with Section G.2 entitled "Task Order Procedures" of the subject contract, this order definitizes Task Order 004 entitled "e-library Update"					
	This effort shall be performed in accordance with the enclosed Statement of Work, and the the terms and conditions of Contract No. NRC-07-06-512 and this task order, and the COST/PRICE SCHEDULE below.					
	COST/PRICE SCHEDULE					
0001	Project Manager				\$10,502.40	
0002	Senior Consultant				\$4,645.20	
0003	Senior IT Engineer				\$38,722.95	
	Reference is made to your proposal dated 9/22/2008 in response to this effort, which is hereby accepted by the Government.					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$53,870.55	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of the Interior National Business Center						\$50,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2270 7301 W. Mansfield Avenue							
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230					

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Heriberto Colón, Jr.
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE ADM001
AUTHORITY: 48 CFR 53.213(f)
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OCT 27 2008

OPTIONAL FORM NO. 346 (REV. 4/2006)
PRESCRIPTIONS FOR 48 CFR 53.213(f)

NRC-07-06-512 NRC TASK ORDER 004 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

09-30-2008

CONTRACT NO.

NRC-07-06-512

ORDER NO.

NRC TASK ORDER 004

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The issuance of this task order does not amend any other terms or conditions of the subject contract.</p> <p>ACCEPTED:</p> <p><i>Jason Cai, President</i></p> <p>PRINT NAME AND TITLE</p> <p><i>Jason Cai</i> SEP 30 2008</p> <p>SIGNATURE DATE</p>					

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

NRC TASK ORDER 004

A.1 CONSIDERATION AND OBLIGATION--TASK ORDERS

(a) The total estimated amount of this Task Order (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$53,870.55.

(b) The amount presently obligated with respect to this Task Order is \$50,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the Task Order ceiling as specified in paragraph (a) above. 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.2 PERIOD OF PERFORMANCE

TASK ORDER 004 shall commence on September 30, 2008 and will expire March 30, 2009.

A.3 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.