

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 12-01-2008		2. CONTRACT NO. (If any) NRC-07-06-512		6. SHIP TO:	
3. ORDER NO. NRC TASK ORDER 005		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. 07-06-512T005		NSR-09-146		b. STREET ADDRESS Attn: Su Ha Mail Stop: T4-A57 11545 Rockville Pike	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colon, Jr, 301-492-3620 Mail Stop TWB-01-10M Washington, DC 20555				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 Attn: Jason Cai				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 9538 LAGERSFIELD CIR				<input checked="" type="checkbox"/> b. DELIVERY	
d. CITY VIENNA				REFERENCE YOUR	
e. STATE VA				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.	
f. ZIP CODE 221816174				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 911-15-111-133 R1176 251A 31X0200 OBLIGATE: \$50,000.00 911-15-111-133 R1176 252A 31X0200 OBLIGATE: \$35,000.00 (FFS Commitment #: NSR-09-146) DUNS: 103462490				10. REQUISITIONING OFFICE NSR NSIR/PMDA	
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"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED				<input type="checkbox"/> f. EMERGING SMALLBUSINESS	
13. PLACE OF				14. GOVERNMENT B/L NO.	
a. INSPECTION				b. ACCEPTANCE	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) As Stated.	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for actions)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	In accordance with Section G.2 entitled "Task Order Procedures" of the subject contract, this order definitizes Task Order 005 entitled "NSIR INTRANET OPERATION AND MAINTENANCE SERVICES" This effort shall be performed in accordance with the enclosed Statement of Work, and the terms and conditions of Contract No. NRC-07-06-512 and this task order, and the COST/PRICE SCHEDULE below. COST/PRICE SCHEDULE Senior Consultant				\$5,806.50	
0002	Senior IT Engineer				\$79,904.50	
	Reference is made to your proposal dated 11/28/2008 in response to this effort, which is hereby accepted by the Government. The issuance of this task order does not amend any other terms or conditions of the subject contract.					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$85,711.00	
21. MAIL INVOICE TO:							
a. NAME Department of the Interior National Business Center							
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		OBLIGATED: \$85,000.00	

17(h) TOTAL (Cont. pages)

17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Heriberto Colon, Jr.
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 06 2009

ADM002

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
2

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

DATE OF ORDER: 12-01-2008 CONTRACT NO.: NRC-07-06-512 ORDER NO.: NRC TASK ORDER 005

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
<p>ACCEPTED:</p> <p><i>Jason Cai</i></p> <p>PRINT NAME/SIGNATURE</p> <p><i>03/02/2009</i></p> <p>DATE</p> <p>This task order confirms the verbal authorization provided to KMC via email dated 12/1/2008 to commence work on this effort, effective 12/1/2008, with a temporary Not-to-Exceed amount of \$10,000.00.</p>						

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

NRC TASK ORDER 005

A.1 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this TASK ORDER (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$85,711.00.

(b) The amount presently obligated with respect to this TASK ORDER is \$85,000.00. 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 contract 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

This contract shall commence on December 1, 2008 and will expire September 21, 2009.

A.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

[REDACTED]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.4 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.