

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 6

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

BPA NO.

1. DATE OF ORDER AUG 27		2. CONTRACT NO. (If any) GS35F0131R		6. SHIP TO:	
3. ORDER NO. NRC-DR-33-09-326		4. REQUISITION/REFERENCE NO. 33-09-326 5/15/2009		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Aaron Alvarado Mail Stop: TWB-01-B10M Washington, DC 20555		7. TO:		b. STREET ADDRESS NRC Warehouse Attn: Jonathan Feibus, M/S T5-D14 5008 Boiling Brook Parkway	
a. NAME OF CONTRACTOR CARAHSOFT TECHNOLOGY CORPORATION		b. COMPANY NAME		c. CITY Rockville	
c. STREET ADDRESS 12369 SUNRISE VALLEY DR, STE. D2		d. CITY RESTON		d. STATE MD	
e. STATE VA		f. ZIP CODE 201915430		e. ZIP CODE 20852	
9. ACCOUNTING AND APPROPRIATION DATA B&R:910-15-5E1-330 JC:J1296 BOC:3130/31 APPN:31X0200.910 FFS:10970706 DUNS: 088365767		\$68,313.04		10. REQUISITIONING OFFICE OIS	
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 SMALL BUSINESS	
<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) 11/1/2009	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS NET 30	

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)
	In accordance with the terms and conditions of GSA contract GS-35F-0131R, Carahsoft Technology Corporation shall provide the U.S. Nuclear Regulatory Commission with "Q Radar License and Support." Quote number RFQ396459-LCI is hereby accepted and made part of this order. This is a firm fixed price delivery order. The period of performance consists of one base year with two one-year options. NRC Project Officer: Jonathan Feibus (301)415-0717 Email: jonathan.feibus@nrc.gov Carahsoft POC: William Canter (703)871-8684 Email: william.canter@carahsoft.com				See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$99,913.04 (Base + Opts)
	21. MAIL INVOICE TO:			
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov			
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue			
	c. CITY Denver	d. STATE CO	e. ZIP CODE 80235-2230	\$68,313.04
22. UNITED STATES OF AMERICA BY (Signature) <i>Eleni Jernell</i>			23. NAME (Typed) Eleni Jernell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

ADMOU2

**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	CONTRACT NO. GS35F0131R	ORDER NO. NRC-DR-33-09-326
---------------	----------------------------	-------------------------------

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	BASE PERIOD (11/1/2009 -10/31/2010)					
001	QR-3100-NSM; 3100 BASE APPLIANCE AND LICENSE	[REDACTED]	EA	[REDACTED]	\$26,256.52	
002	QR-3100-N-SM-M; STANDARD MAINTENANCE FOR QR-3100-NSM	[REDACTED]	EA	[REDACTED]	\$7,900.00	
003	QR-100KF--UPG; SUPPORT FOR THE 3100 TO PROCESS UP TO 100,000 FLOWS (200,000 NETFLOWS)	[REDACTED]	EA	[REDACTED]	\$26,256.52	
004	QR-100KF--UPG-M; STANDARD MAINTENANCE FOR QR-100KF-UPG	[REDACTED]	EA	[REDACTED]	\$7,900.00	
	The period of performance shall be extended upon exercising the following option periods:					
	OPTION PERIOD ONE (11/1/2010 - 10/31/2011) (*IF EXERCISED)					
005	QR-3100-N-SM-M; STANDARD MAINTENANCE FOR QR-3100-NSM	[REDACTED]	EA	[REDACTED]	\$7,900.00	
006	QR-100KF--UPG-M; STANDARD MAINTENANCE FOR QR-100KF-UPG	[REDACTED]	EA	[REDACTED]	\$7,900.00	
	OPTION PERIOD TWO (11/1/2011 - 10/31/2012) (*IF EXERCISED)					
007	QR-3100-N-SM-M; STANDARD MAINTENANCE FOR QR-3100-NSM	[REDACTED]	EA	[REDACTED]	\$7,900.00	
008	QR-100KF--UPG-M; STANDARD MAINTENANCE FOR QR-100KF-UPG	[REDACTED]	EA	[REDACTED]	\$7,900.00	
	TOTAL BASE PERIOD COSTS: \$68,313.04					
	TOTAL OPTION PERIOD ONE COST: \$15,800.00					
	TOTAL OPTION PERIOD TWO COST: 15,800.00					
	TOTAL VALUE INCLUDING OPTIONS: <u>\$99,913.04</u>					

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

\$99,913.04

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

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

A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is **\$68,313.04**.

A.3 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.4 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 **30** days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15** 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 **36 months** or **three (3)** years.

A.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **October 31, 2010**. 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 **October 31, 2010**, 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.6 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.

A.7 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.8 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.9 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

NRC-DR-33-09-326

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.