

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

| | | | | | |
|--|--|--|--|---|--|
| 1. DATE OF ORDER SEP 01 2009 | | 2. CONTRACT NO. (if any) GS35F0131R | | 6. SHIP TO: | |
| 3. ORDER NO. NRC-DR-33-09-398 | | MODIFICATION NO. | | a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission | |
| 4. REQUISITION/REFERENCE NO. 33-09-398 | | b. STREET ADDRESS Attn: Ray Crouse Mail Stop 06-D10 11555 Rockville Pike | | c. CITY Washington | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: CMB3 Mail Stop: TWB-01-B10M Washington, DC 20555 | | d. STATE DC | | e. ZIP CODE 20555 | |
| 7. TO: | | f. SHIP VIA | | 8. TYPE OF ORDER | |
| a. NAME OF CONTRACTOR CARAHSOFT TECHNOLOGY CORPORATION | | <input type="checkbox"/> a. PURCHASE | | <input checked="" type="checkbox"/> b. DELIVERY | |
| b. COMPANY NAME | | REFERENCE YOUR | | 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 12369 SUNRISE VALLEY DR, STE. D2 | | 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. | | | |
| d. CITY RESTON | | e. STATE VA | | f. ZIP CODE 201915430 | |
| 9. ACCOUNTING AND APPROPRIATION DATA B&R: 910-15-5F1-342 JC: J1262 BOC: 3130 APP: 31X0200.910 FFS: 10970727 OBLIGATE: \$123,663.00 Duns No. 088365767 | | 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"/> g. SERVICE-DISABLED VETERAN-OWNED | |
| <input type="checkbox"/> d. WOMEN-OWNED | | | | <input type="checkbox"/> e. HUBZone | |
| <input type="checkbox"/> f. EMERGING SMALLBUSINESS | | | | | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | |
| a. INSPECTION Rockville, MD | | b. ACCEPTANCE Rockville MD | | Award through 12 months | |
| | | | | 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) |
|---|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| 01 | The U.S. Nuclear Regulatory Commission hereby purchases the following, which are listed in Quote No. 570691: LC PDF Generator 8.2 UE AOO Per CPU | | EA | | \$72,515.06 | |
| 02 | LC PDF Generator ALL ALL PLT1 1Y Per CPU 11 | | EA | | \$14,503.02 | |
| 03 | LC PDF Generator 8.2 UE DEV Per Server | | EA | | \$18,128.77 | |
| 04 | LC PDF Generator ALL ALL PLT1 1Y Per Server 11 DEV | | EA | | \$3,625.75 | |
| 05 | Adobe LiveCycle Technology Enablement (5 day) | | EA | | \$14,842.52 | |
| 06 | Adobe LiveCycle Installation Media | | EA | | \$47.88 | |
| The above is in accordance with the following: - Terms & Conditions of GSA Contract No. GS-35F-0131R - Attached Terms and Conditions of this Purchase Order - Attached Quote No. 570691 - Attached Billing Instructions | | | | | | |

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|-------------------------------------|--|---|--|---------------------------|--|--------------|--|---------------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | \$123,663.00 | | |
| SEE BILLING INSTRUCTIONS ON REVERSE | | 21. MAIL INVOICE TO: | | | | | | |
| | | a. NAME Department of Interior / NBC NRCPayments@nbc.gov | | | | | | 17(h) TOTAL (Cont. pages) |
| | | 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 | | \$123,663.00 | | |

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| 22. UNITED STATES OF AMERICA BY (Signature) | | 23. NAME (Typed) Eleni Jernell Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER | |
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DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

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

A.2 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.3 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.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).

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(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.5 SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

The following standards have been determined to be applicable to this contract:

| Guideline | Applicable | Compliance |
|--|----------------|--------------------------|
| §1194.21 - Software Applications and Operating Systems | Applicable | Supports with Exceptions |
| §1194.22 - Web-based Intranet and Internet Information and Systems | Applicable | Supports with Exceptions |
| §1194.23 - Telecommunications Products | Not Applicable | - |
| §1194.24 - Video and Multimedia Products | Not Applicable | - |
| §1194.25 - Self-Contained, Closed Products | Not Applicable | - |
| §1194.26 - Desktop and Portable Computers | Not Applicable | - |
| §1194.31 - Functional Performance Criteria | Applicable | Supports |
| §1194.41 - Information, Documentation, Support | Applicable | Supports |

Section 1194.21 Software Applications and Operating Systems - Detail

| Criteria | Supporting Features | Remarks and explanations |
|--|---------------------|--------------------------|
| (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually. | Supports | |

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| <p>(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.</p> | <p>Supports</p> |
| <p>(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.</p> | <p>Supports</p> |
| <p>(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.</p> | <p>Supports</p> |
| <p>(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.</p> | <p>Supports</p> |
| <p>(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.</p> | <p>Supports</p> |
| <p>(g) Applications shall not override user selected contrast and color selections and other individual display attributes.</p> | <p>Supports with Exceptions: Web-based administrative interface supports user-selected contrast, but some document output does not.</p> |

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| (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user. | Not Applicable |
| (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. | Supports |
| (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided. | Not Applicable |
| (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz. | Supports |

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| (l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. | Supports |
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| (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers. | Not Applicable | PDF Generator does not generate table headers. |
| (i) Frames shall be titled with text that facilitates frame identification and navigation | Supports | The web interface for PDF Generator contains frame identification. |
| (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz. | Supports | |

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| <p>(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.</p> | <p>Not Applicable</p> | <p>Authors are responsible for creating text-only alternatives as necessary.</p> |
| <p>(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.</p> | <p>Supports</p> | |
| <p>(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).</p> | <p>Not Applicable</p> | <p>PDF Generator's web interface does not require plugins.</p> |
| <p>(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.</p> | <p>Supports</p> | |
| <p>(o) A method shall be provided that permits users to skip repetitive navigation links.</p> | <p>Supports</p> | <p>PDF Generator's web interface does not contain repetitive navigation links.</p> |
| <p>(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</p> | <p>Not Applicable</p> | <p>PDF Generator does not require timed responses.</p> |
| <p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p> | <p>Supports</p> | |

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| <p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p> | <p>Not Applicable</p> |
| <p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p> | <p>Supports</p> |
| <p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p> | <p>Supports</p> |

Section 1194.41 Information, Documentation, and Support - Detail

| <p>Criteria</p> | <p>Supporting Features</p> | <p>Remarks and explanations</p> |
|--|-----------------------------------|--|
| <p>(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.</p> | <p>Supports</p> | <p>Adobe provides electronic versions of all product support documentation</p> |
| <p>(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.</p> | <p>Supports</p> | <p>Adobe provides information on accessibility features in the documentation. Electronic versions of all product support documentation are provided.</p> |

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| (c) Support services for products shall accommodate the communication needs of end-users with disabilities. | Supports | Product support for Adobe products is available in a variety of formats and from a number of online sources available from Adobe Systems. |
|---|-----------------|---|

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible, without significant alteration, if so required by the NRC in the future.

Within five (5) days of product delivery, the Contractor shall denote, in a comprehensive specific list, all offered EIT products (supplies and services) that fully comply with Section 508, with full details and evidence or verification of compliance. The Contractor shall ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this contract's requirements.

If the NRC determines any furnished product or service is not in compliance with the contract, the Contracting Officer (CO) will promptly inform the Contractor in writing. The Contractor shall, without charge to the NRC, repair or replace the non-compliant products or services within the period of time specified in writing by the CO. If such repair or replacement is not completed within the time specified, the NRC shall have the following recourses:

Cancellation of the contract, delivery or task order, purchase of line item without termination liabilities; or

In the case of custom EIT being developed for the NRC, the NRC shall have the right to have any necessary changes made or repairs performed, by the NRC or by another firm, and the Contractor shall reimburse the NRC for any expenses thereby incurred.

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.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

**Department of Interior
National Business Center
Attn: Fiscal Services Branch – D2770
7301 W. Mansfield Avenue
Denver, CO 80235-2230**

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractors Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee

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shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.



GOVERNMENT- PRICE QUOTATION

carahsoft

ADOBE GOVERNMENT at CARAHSOFT

12369 SUNRISE VALLEY DRIVE | SUITE D2 | RESTON, VIRGINIA 20191
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 99-ADOBE
 WWW.CARAHSOFT.COM | ADOBE@CARAHSOFT.COM

TO: Scott Raimist
 NRC

FROM: Ben Karpowicz
 Adobe Government at Carahsoft
 12369 Sunrise Valley Drive
 Suite D2
 Reston, Virginia 20191

EMAIL:
 PHONE: FAX:

EMAIL: ben.karpowicz@carahsoft.com
 PHONE: (703) 871-8616 FAX: (703) 871-8505

TERMS: GSA Schedule No:GS-35F-0131R
 Term: Nov 19, 2004 - May 18, 2010
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 CAGE CODE: 1P3C5
 DUNS No: 088365767
 Business Size: Small

QUOTE NO: 570691
 QUOTE DATE: 04/02/09
 QUOTE EXPIRES: 09/30/09
 RFQ NO:
 SHIPPING: GROUND
 TOTAL PRICE: \$123,663.00
 TAX AMOUNT: \$0.00
 TOTAL QUOTE: \$123,663.00

| LINE NO. | PART NO. | DESCRIPTION | QUOTE PRICE | QTY | EXTENDED PRICE |
|--------------|-------------|--|-------------|-----|----------------|
| 1 | 210-1329-8 | LC PDF Generator 8.2 UE AOO Per CPU | \$36,257.53 | 2 | \$72,515.06 |
| 2 | 2m1-1329-8 | LC PDF Generator ALL ALL PLT1 1Y Per CPU 1l | \$7,251.51 | 2 | \$14,503.02 |
| 3 | 210-1329-8v | LC PDF Generator 8.2 UE DEV Per Server | \$18,128.77 | 1 | \$18,128.77 |
| 4 | 2m1-1329-8v | LC PDF Generator ALL ALL PLT1 1Y Per Server 1l Dev | \$3,625.75 | 1 | \$3,625.75 |
| 5 | 210-4026 | Adobe LiveCycle Technology Enablement (5 Day) | \$14,842.52 | 1 | \$14,842.52 |
| 3 | 210-0002 | Adobe LiveCycle Installation Media | \$47.88 | 1 | \$47.88 |
| TOTAL PRICE: | | | | | \$123,663.00 |
| TAX AMOUNT: | | | | | \$0.00 |
| TOTAL QUOTE: | | | | | \$123,663.00 |