

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 SEP 09 2009		2. CONTRACT NO. (If any) GS35F4315D		6. SHIP TO:	
3. ORDER NO. NRC-DR-43-09-895		4. REQUISITION/REFERENCE NO. CSO-09-895 7/24/2009		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				b. STREET ADDRESS NRC Warehouse Attn: Bill Dabbs 5008 Boiling Brook Parkway	
7. TO:				c. CITY Rockville	d. STATE MD
a. NAME OF CONTRACTOR TELOS CORPORATION TELOS				e. ZIP CODE 20852	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 19886 ASHBURN RD				8. TYPE OF ORDER	
d. CITY ASHBURN				a. PURCHASE <input type="checkbox"/> b. DELIVERY <input checked="" type="checkbox"/>	
e. STATE VA				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.	
f. ZIP CODE 201472358				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 B&R: 97S-15-5D1-328 JC:N7343 BOC:252A APPN:31X0200 FFS:CSO09333 DUNS:056280621				10. REQUISITIONING OFFICE CSO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" 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) 30 Days ARO	
				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)
	<p>In accordance with GSA contract GS-35F-4315D and the terms and conditions set forth in this delivery order, Telos Corporation shall provide the U.S. Nuclear Regulatory Commission with "Telos-Xacta IA Manager Tool Suite (C&A Automation Tools)." Quote dated 9/4/2009 is hereby accepted and made part of this firm-fixed price delivery order. The period of performance is one year from receipt/download of software license.</p> <p>NRC Project Officer: Bill Dabbs (301)415-0524 Email: bill.dabbs@nrc.gov</p> <p>Attachments: Billing Instructions for Fixed Price Contracts</p>			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:					\$131,970.10	17(h) TOTAL (Cont. pages)
	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					\$131,970.10	17(i). GRAND TOTAL
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230				

22. UNITED STATES OF AMERICA
BY (Signature)23. NAME (Typed)
Valerie Whipple
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICERAUTHORITY FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA FPMR (41 CFR) 53.213(f)

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

CONTRACT NO.

GS35F4315D

ORDER NO.

NRC-DR-43-09-895

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	XIAM-AE-USER-PL: XACTA IA ASSESSMENT ENGINE PERPETUAL SOFTWARE LICENSE FOR 1 NAMED USER		EA		\$28,160.00	
002	XIAM-AE-USER-MA: ANNUAL MAINTENANCE FOR XACTA IA MANAGER: ASSESMENT ENGINE PERPETUAL SOFTWARE LICENSE		EA		\$5,650.00	
003	XTCU: XACTA TRAINING CREDIT UNITS (TCU'S)		EA		\$9,665.70	
004	XACTA-QUICK: XACTA QUICK START INSTALLATION		LOT		\$10,000.00	
005	XIAM-CA-PL: XACTA IA MANAGER: CONTINUOUS ASSESSMENT - PERPETUAL SOFTWARE LICENSE FOR 500 XACTA HOSTINFO AGENTS		EA		\$49,920.00	
006	XIAM-CA-MA: ANNUAL MAINTENANCE FOR XACTA IA MANAGER: CONTINUOUS ASSESSMENT - PERPETUAL SW LICENSE FOR 500		EA		\$12,480.00	
007	GA-51113: SENIOR CERTIFICATION AND ACCREDITATION ENTERPRISE SECURITY ANALYST		HR		\$16,094.40	

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

\$131,970.10

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 **\$131,970.10**.

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 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.5 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.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (JUNE 2008)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/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. Contractor's 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 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. **A description of articles or services, quantity, unit price, and total amount.**
7. **For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more 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.

Supersession: These instructions supersede any previous billing instructions.