

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO.

1. DATE OF ORDER SEP 23 2009		2. CONTRACT NO. (if any) GS35F0224S		6. SHIP TO:	
3. ORDER NO. NRCDR3309411		MODIFICATION NO.		a. NAME OF CONSIGNEE NRC Warehouse Facility	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Pearlette Merriweather Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 33-09-411		b. STREET ADDRESS Attn: Judy Seeherman Mail Stop T5E77B 5008 Broiling Brook Parkway	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR KATEK SOLUTIONS		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE 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.		<input checked="" type="checkbox"/> b. DELIVERY 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 2973 LORENCITA DR		d. CITY SANTA MARIA		e. STATE CA	f. ZIP CODE 934551911
9. ACCOUNTING AND APPROPRIATION DATA B&R:910155G1348 JC:J1250 BOC:252A APPN:31X0200.910 FFS:10970820 DUNS:144371411		\$329,962.23		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) 10/30/2009	16. DISCOUNT TERMS NET 30	
a. INSPECTION SEE BLOCK 6	b. ACCEPTANCE SEE BLOCK 6				

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)
001	In accordance with the terms and condition of GSA Contract GS-35F-0244S, Katek Solutions shall provide IT Hardware and Software in accordance with Quote#5787 dated 9/16/2009. This includes the installation of software as specified on page of this order. This is a firm fixed price delivery order. See attached quote 5787 NRC Project Officer: Judy Seeherman (301)415-5854 judy.seeherman@nrc.gov				\$329,962.23	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$329,962.23	17(i). GRAND TOTAL
	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					

22. UNITED STATES OF AMERICA BY (Signature) <i>Pearlette Merriweather</i>	23. NAME (Typed) Pearlette Merriweather TITLE: CONTRACTING/ORDERING OFFICER
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PREVIOUS EDITIONS ARE OBSOLETE

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY 48 CFR 53.213(f)

ADMO02

All Servers

1. Upgrade all hard disks to 15K RPM.
2. Add power cord if not included

Production and Contingency Servers

3. Content Engine Server and Content Search Engine Server - Remove Storage Enclosure, Storage Controller, and Storage HD. SAN Storage should not be included.
4. Add **12** (1 per server) HP Care Pack, 3 years, 4 hour, 24x7, Defective Media Retention Hardware Support
5. Add **12** (1 per server) HP 512MB P-Series BBWC Storage Controller Memory Upgrade
6. Add **12** (1 per server) DVD-ROM drives, if not included

Development and System Test Servers

7. VMWare Server - Remove Storage Enclosure, Storage Controller, and Storage HD. SAN Storage should not be included.
8. Add **15** (1 per server) HP Care Pack, 3 years, 4 hour, 13x5, Defective Media Retention Hardware Support
9. Add **1** (System Test Server only) HP 512MB P-Series BBWC Storage Controller Memory Upgrade
10. Add **1** (System Test server) DVD-ROM drive, if not included

Software

11. HP VMware vSphere should be for 2 processor server (refer to VMWare Server in System Test section)
12. Remove Microsoft Exchange Server 2007
13. Validate that Windows Server license is good for either 64-bit or 32-bit edition

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 \$329,962.23.

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).

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

A.5 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.

