

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 9-28-2009		2. CONTRACT NO. (If any) NRC-07-09-531		6. SHIP TO:	
3. ORDER NO. NRC TASK ORDER 001		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr, 301-492-3620 Mail Stop TWB-01-10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 07-09-531		b. STREET ADDRESS Attn: Behrouz Golchane Mail Stop: T4-A57 11545 Rockville Pike	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR KMC, INC		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME ATTN: JASON CAI		c. STREET ADDRESS 9538 LAGERSFIELD CIR		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
d. CITY VIENNA		e. STATE VA	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 NOTE: This action ADMINISTRATIVELY TRANSFERS \$50,000 in funds previously obligated under contract NRC-07-09-531 to this TASK ORDER. 911-15-111-133 I1120 252A 31X0200.911 (FFS Commitment #: NSR-09-531)		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"/> 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		b. ACCEPTANCE		As Stated.	
				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)
0001	In accordance with Section C.15 entitled "Task Order Procedures" of the subject contract, this order definitizes Task Order 001 entitled "NSIR GENERAL IT SERVICES" This effort shall be performed in accordance with the enclosed Statement of Work, and the terms and conditions of Contract No. NRC-07-09-531 and this task order; and the PRICE SCHEDULE below. BASE PERIOD: 09/21/2009 - 09/20/2010 PROJECT MANAGER	[REDACTED]	HOUR	[REDACTED]	[REDACTED]	
0002	SENIOR IT ENGINEER/DEVELOPER/ARCHITECT	[REDACTED]	HOUR	[REDACTED]	[REDACTED]	
0003	IT ENGINEER/ANALYST/PROGRAMMER	[REDACTED]	HOUR	[REDACTED]	[REDACTED]	
0004	TECHNICAL WRITER/QUALITY ASSURANCE ENGINEER	[REDACTED]	HOUR	[REDACTED]	[REDACTED]	
0005	HARDWARE & SOFTWARE (Not-to Exceed (NTE) Amount)	[REDACTED]	LOT	[REDACTED]	[REDACTED]	
TOTAL (BASE PERIOD):.....\$198,685.60						
CONTRACTOR DUNS #: 103462490						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$198,288.80	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$304,959.00	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					

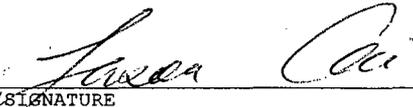
22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Heriberto Colón, Jr. Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER	CONTRACT NO. NRC-07-09-531	ORDER NO. NRC TASK ORDER 001
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<u>OPTION PERIOD: (09/21/2010 - 03/18/2011)</u>					
0006	PROJECT MANAGER	[REDACTED]	hour	[REDACTED]	[REDACTED]	[REDACTED]
0007	SENIOR IT ENGINEER/DEVELOPER/ARCHITECT	[REDACTED]	hour	[REDACTED]	[REDACTED]	[REDACTED]
0008	IT ENGINEER/ANALYST/PROGRAMMER	[REDACTED]	hour	[REDACTED]	[REDACTED]	[REDACTED]
0009	TECHNICAL WRITER/QUALITY ASSURANCE ENGINEER	[REDACTED]	hour	[REDACTED]	[REDACTED]	[REDACTED]
0010	HARDWARE AND SOFTWARE (NTE) AMOUNT	[REDACTED]	hour	[REDACTED]	[REDACTED]	[REDACTED]
	TOTAL (OPTION PERIOD).....\$106,670.20					
	TOTAL VALUE (If all options are exercised).....\$305,959.00					
	Reference your proposal dated 9/1/2009 in response to this effort.					
	This TASK ORDER confirms the verbal authorization provided to KMC on 9/18/2009 to commence work on this TASK ORDER effective 9/21/2009 with a temporary NTE amount of \$10,000.					
	ATTACHMENT:					
	1. SOW					
	<p>ACCEPTED:</p> <p>JASON CAI / </p> <p>PRINT NAME/SIGNATURE</p> <p>9/28/2009</p> <p>DATE</p>					

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

NRC TASK ORDER 001

A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this TASK ORDER (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$198,288.80**.

(b) The amount presently obligated with respect to this contract is **\$50,000.00***. 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.

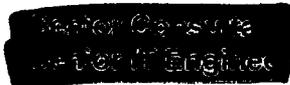
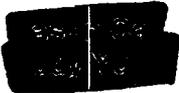
*\$50,000.00 (Guaranteed Minimum) was obligated under contract NRC-07-09-531 when issued and is hereby ADMINISTRATIVELY TRANSFERRED to this TASK ORDER.

A.2 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on **September 21, 2009 and will expire September 20, 2010**.

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:



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.

NRC TASK ORDER 001

(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.