

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER AUG 07 2008		2. CONTRACT NO. (if any) GS02F0085T		6. SHIP TO:		
3. ORDER NO. NRC-DR-07-08-511		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
4. REQUISITION/REFERENCE NO. NSR-08-511		b. STREET ADDRESS (See enclosure 2 - shipping addresses)			c. CITY Washington	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop: TWB-01-B10M Washington, DC 20555		7. TO:		d. STATE DC		e. ZIP CODE 20555
a. NAME OF CONTRACTOR FAX PLUS INC		b. COMPANY NAME		f. SHIP VIA		
c. STREET ADDRESS 1011 ARLINGTON BLVD		d. CITY ARLINGTON		e. STATE VA		f. ZIP CODE 222092200
9. ACCOUNTING AND APPROPRIATION DATA Obligate: 283,050.00 B&R: 811-15-5E1-385 Job: I1104 BOC: 2572 Approp: 31X0200.811 FFS: NSR-08-511 DUNS: 193803103		10. REQUISITIONING OFFICE NSR NSR/DSO/ISB		8. TYPE OF ORDER <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. 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.		

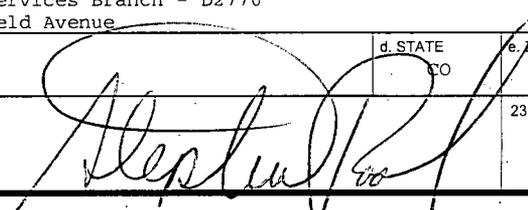
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> 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)		16. DISCOUNT TERMS
a. INSPECTION destination	b. ACCEPTANCE Destination		ARO 30 days		

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	Secure Faxes - including shipping to be shipped to addresses specified in Enclosure 2.	85	ea	3,330.00	\$283,050.00	
002	Training - as requested in Section III of the Statement of Work - price included in price of the faxes	1	Session	NSP	NSP	
003	Maintenance and support, period of performance 8/15/2008-8/14/2011 - price included in price of the faxes	3	Yrs	NSP	NSP	
Total order ceiling: \$283,050.00 Total obligated amount: \$283,050.00 Period of Performance: 8/15/2008-8/14/2011						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$283,050.00	17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:								
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov							\$283,050.00	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)
Stephen Pool
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is 283,050.00.

A.2 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.3 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.4 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Nancy Fontaine

Address: Mail Stop: O2-D15
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-1253

Email: nancy.fontaine@nrc.gov

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

A.5 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 8/15/2008 and will expire 8/14/2011 (this only applies to item No. 3).

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.

A.7 INVOICES

ATTENTION: Invoice Billing Address Change Effective May 1, 2008

The Nuclear Regulatory Commission (NRC) has contracted with the National Business Center (NBC) to perform their payment processing.

Effective May 1, 2008, please submit all invoices to the NBC. Any invoices submitted to NRC after the effective date may result in a delay in processing and receiving your funds. Please send all invoice vouchers to the DOI located in Denver, Colorado. The new mailing address is:

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

You are encouraged to send your invoice voucher electronically to DOI. The e-mail address is NRCPayments@nbc.gov.

This notice is for change of billing address only; please continue to prepare vouchers or invoices as prescribed in your contract billing instructions. A contract modification to incorporate the new billing instruction will follow at a later date.

If you have any questions, please contact Romena Moy on 301-492-3603 or romena.moy@nrc.gov.

Enclosure 1: Statement of Work

STATEMENT OF WORK FOR CONTRACTOR TO PROVIDE SECURE FACSIMILES AND SERVICE MAINTENANCE AND SUPPORT

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) has a requirement to purchase and maintain 85 high speed laser plain paper secure facsimiles to replace secure faxes in place throughout Headquarters, the regions, and resident inspector sites.

II. SCOPE OF WORK

The contractor shall provide secure facsimiles, maintenance and support.

III. REQUIREMENTS

The contractor shall provide 85 secure faxes as stated above. The vendor shall provide secure facsimile machines equivalent to or exceeding the requirements listed below. It would be preferable for the government that the secure faxes could have a color feature. All equipment provided to the Government shall be new equipment and shall be delivered within 90 days after contract award.

1. Must meet the Type 1 requirements of MILSTD 188-161D and NATO STANAG 5000 standards for digital facsimiles and be certified by the Defense Information System Agency's Joint Interoperability Test Command;
2. Must be compatible with NSA-approved cryptographic equipment including Secure Terminal Equipment (STE) and Secure Wireline Terminal (SWT);
3. Must have a secure interface of RS-232/MIL-STD-188-114:DB25 female data port for connection to a STE or other encryption device;
4. 2.4 – 38.4 Kbps Asynchronous to 128 Kbps Synchronous for use with the mandatory upgrade to the Enhanced Crypto Card and Secure Communications Interoperability Protocol (SCIP) interoperability”
5. Must not have a hard drive or memory storage capability;
6. Automatic Protocol Sensing;
7. Automatic Document Feeder.
8. One button transmission capability;
9. Will work as both a secure and non-secure facsimile;
10. Multi-function device, including secure facsimile, scanner, copier, and printer;

In addition to the above requirements, we require vendor shipment of the secure facsimiles to the addresses provided on the enclosed list. Faxes should be shipped to the sites on the attached list, as coordinated by the vendor and NRC project officer.

Training

The contractor shall provide one session of on-site training to three to five NRC employees at the NRC Headquarters in Rockville, Maryland.

Enclosure 1: Statement of Work

Maintenance and Support

The contractor shall provide telephonic troubleshooting/technical support to the addresses on the attached list as needed. The vendor shall respond within 24 hours to calls for support service.

IV. ACCEPTANCE AND WARRANTY

Following acceptance, the vendor will furnish all maintenance and parts for all equipment for a minimum period of ninety (90) calendar days, or for the vendor's standard warranty period, whichever is longer. All parts replaced during the warranty period shall become the property of the vendor.

Warranty service shall be performed at the U.S. NRC Headquarters, 11555 Rockville Pike, Rockville, MD 20852. Parts requiring repair at the vendor's repair depot shall be immediately replaced with like parts. The vendor shall respond within 24 hours to calls for repair service.