

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 17-10-462 PAGE 1 OF 4

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. NRC-DR-17-10-462  
5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME Annaleigh R Turner b. TELEPHONE NO. (No Collect Calls) 301-492-3633 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Annaleigh R Turner Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100  
10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: % FOR:  SMALL BUSINESS  EMERGING SMALL BUSINESS  HUBZONE SMALL BUSINESS  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)  
NAICS: SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A  
14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission Attn: Andrew Bates 5008 Boiling Brook Parkway Rockville MD 20852 CODE  
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR OPEN TEXT INC. 100 TRI STATE INTL PKWY LINCOLNSHIRE IL 600694403 TELEPHONE NO. CODE FACILITY CODE  
18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 CODE 3100

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Purpose of this Firm Fixed Price Delivery Order is to provide the NRC with the following products from Open Text Inc. Lics DOCS Open Client part number: S-DM0009021010 Lics Docs Open Server part number: S-DM0009031010 Base Year: 09/01/2010-08/31/2011  Lics DOCS Open Client part number: S-DM0009021010 Lics Docs Open Server part number: S-DM0009031010 Option Year 1: 09/01/2011-08/31/2012  Lics DOCS Open Client part number: S-DM0009021010 Lics Docs Open Server part number: S-DM0009031010 Option Year 2: 09/01/2012-08/31/2013  Lics DOCS Open Client part number: S-DM0009021010 Lics Docs Open Server part number: S-DM0009031010 Option Year 3: 09/01/2013-08/31/2014  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page Obligate: \$6,258.10 B&R: 07L-15-5I1-133 JC:N7422 BOC:3142 Approp:31X0200.07L FSS:SECL0302 DUNS:064596158  
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,258.10

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. OFFER DATED 7/27/10 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Adelis M Rodriguez  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Adelis M Rodriguez Contracting Officer 31c. DATE SIGNED 8/10/10

## A.1 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this contract (ceiling) under this order is \$6,258.10

(b) The amount presently obligated with respect to this order is \$6,258.10 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.

## A.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days. days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 days..

## A.3. BILLING AND PAYMENT

The Servicing Agency will pay contractor invoices from amounts identified in section 13 on a reimbursable basis. The Servicing Agency will present an itemized statement to the Requesting Agency for reimbursement of incurred contract costs and assisted services support costs. The Requesting Agency will pay reimbursable billings to the Servicing Agency from funds identified in section 12. See section 7 of Part A for additional terms and conditions addressing billing and payment.

### Billing and Payments

**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](mailto: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](mailto: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.

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