

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO. NRC-HQ-11-A-33-0013

1. DATE OF ORDER JUL 17 2013	2. CONTRACT NO. (if any) GS35F0312U	6. SHIP TO:
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3. ORDER NO. NRC-HQ-13-O-33-0019	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. OIS-13-234 Dtd: 05/08/2013
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5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Carol J. Greenwood - 301-287-0882 Mail Stop: 3WPN05-C64M Washington, DC 20555			a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
7. TO:			b. STREET ADDRESS Attn: Tu Tran Phone: 301-415-7119 Email: Tu.Tran@nrc.gov		
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		

a. NAME OF CONTRACTOR FOUR LLC FOUR			DUNS: 789007064 DUNS+4:		
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b. COMPANY NAME					
c. STREET ADDRESS 15413 SNOWHILL LN					
d. CITY CENTREVILLE		e. STATE VA	f. ZIP CODE 201201148		

9. ACCOUNTING AND APPROPRIATION DATA 2013-10-51-J-146; J1275; 252A; 31x0200 Obligated Amount \$79,665.60 NACIS:423430; DUNS:789007064; FFS:132124			10. REQUISITIONING OFFICE OIS		
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
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13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION NRC Headquarters		b. ACCEPTANCE NRC Headquarters			

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)
This is a firm-fixed-price order under GSA FSS Number: GS35F0312U, BPA Contract: NRC-HQ-11-A-33-0013						
0001	EDHPVLL: IBM DB2 Advanced Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription and Support Renewal: 12 Months Period of Performance: 09/01/2013 - 08/31/2014	560	EA	82.82	\$46,379.20	
0002	E025SLL: IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription and Support Renewal: 12 Months Period of Performance: 09/01/2013 - 08/31/2014	1,120	EA	29.72	\$33,286.40	
NRC Contracting Officer Representative: Tu Tran Tu.Tran@nrc.gov 301-415-7119						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission NRCPayments@nrc.gov						
b. STREET ADDRESS (or P.O. Box) 11555 Rockville Pike Mailstop: OWFNO3-E17A			PHONE:		\$79,665.60	
c. CITY Rockville			d. STATE MD	e. ZIP CODE 20852		
SEE BILLING INSTRUCTIONS ON REVERSE						17(h) TOTAL (Cont. pages)
						17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Michael A. Turner Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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A.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-11-A-33-0013 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS35F0312U.

A.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on 09-01-2013 and will expire on 08-31-2014.

**A.3 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY
(NOVEMBER 2006)**

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

Name: Tu Tran

Address: Two White Flint North
11545 Rockville Pike
Rockville, MD 20852
Mailstop: OWFN6-D3M

Telephone Number: 301-415-7119

Email: Tu.Tran@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC contracting officer representative. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The contracting officer representative does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the contracting officer representative or must be confirmed by the contracting officer representative in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the contracting officer representative in the manner prescribed by this clause and within the contracting officer representative's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the contracting officer representative is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the contracting officer representative may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the contracting officer representative shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.4 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements.
<http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.