

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

1. REQUISITION NO. ADM-13-514  
FAIMIS: 133300  
PAGE 1 OF 14

2. CONTRACT NO. GS25F0110M  
3. AWARD/EFFECTIVE DATE 9/30/2013  
4. ORDER NO. NRC-HQ-13-F-10-0001  
5. SOLICITATION NUMBER  
6. SOLICITATION ISSUE DATE

FOR SOLICITATION INFORMATION CALL:  
a. NAME  
b. TELEPHONE NO. (No Collect Calls)  
8. OFFER DUE DATE/LOCAL TIME

ISSUED BY U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop: 3WPN 05C64M  
Attn: Lisa Kauffman, 301-287-0852  
Washington DC 20555  
CODE 3100  
10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:  
 HUBZONE SMALL BUSINESS  
 EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 8(A) Y  
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  
 RFO  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop: 3WPN 05C64M  
Washington DC 20555  
CODE 3100  
16. ADMINISTERED BY U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop: 3WPN 05C64M  
Washington DC 20555  
CODE 3100

17a. CONTRACTOR/OFFEROR CODE NEOPOST USA INC.  
FACILITY CODE  
478 WHEELERS FARMS RD  
MILFORD CT 064610000  
TELEPHONE NO. DUNS: Q80708241 DUNS+4:  
18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission  
NRC Payments  
One White Flint North  
11555 Rockville Pike, Mailstop O3-E17A  
Rockville MD 20852-2738  
PHONE: Email: NRCPAYMENTS@nrc.gov FAX:

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. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The purpose of this firm-fixed price delivery order is to provide the U.S. Nuclear Regulatory Commission (NRC) with the lease and maintenance of postage meters for the Headquarters, four regions, and TTC buildings.</p> <p>All supplies/services shall be provided in accordance with the Statement of Work in section A.2.</p> <p>The period of performance is 09/30/2013 through 09/29/2018 (inclusive of four one-year options).</p> <p>NRC COR: Jackie Nicholson, 301-415-2095, Jackie.Nicholson@nrc.gov</p> <p>Period of Performance (Base Period): 09/30/2013-09/29/2014 Ceiling (Base Period): \$45,009.60 Obligated Amount: \$45,009.60</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

ACCOUNTING AND APPROPRIATION DATA  
R: 2013-40-51-F-191 JC: D1912 BOC: 2570 APP: 31X0200  
NS: 080708241 OBLIGATE: \$45,009.60 FAIMIS: 133300  
ICS: 333313 PSC: 7520  
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$225,048.00

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 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 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

SIGNATURE OF OFFEROR/CONTRACTOR  
NAME AND TITLE OF SIGNER (TYPE OR PRINT) Bergeron, Vice President, Financial Services  
30c. DATE SIGNED 9/23/13  
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
Monique B. Williams  
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Monique B. Williams  
Contracting Officer  
31c. DATE SIGNED 9/17/2013

FOR LOCAL REPRODUCTION  
STANDARD FORM 1449 (REV. 2/2012)  
PROCESSED BY GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE OCT 03 2013

ADM002

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 PHONE: Email: NRCPAYMENTS@nrc.gov FAX:

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30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
 30c. DATE SIGNED  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 Monique B. Williams  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
 Monique B. Williams  
 Contracting Officer  
 31c. DATE SIGNED  
 9/17/2013

**A.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)**

(a) The title of this project is: Postage Meter Lease and Maintenance

(b) Summary work description: To provide NRC with the lease and maintenance of postage meter machines for the NRC Headquarters, four regions, and the Technical Training Center (TTC).

**A.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$225,048.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$45,009.60. The Contracting Officer may issue orders for work up to the amount presently obligated. 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.3 PERIOD OF PERFORMANCE (AUG 2011)**

Base Period: September 30, 2013 – September 29, 2014  
 Option Year 1: September 30, 2014 – September 29, 2015  
 Option Year 2: September 30, 2015 – September 29, 2016  
 Option Year 3: September 30, 2016 – September 29, 2017  
 Option Year 4: September 30, 2017 – September 29, 2018

**A.4 PRICE SCHEDULE**

<b>BASE PERIOD</b>		
September 30, 2013 – September 29, 2014		
<b>Supply/Service</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Leased Hardware/Software		
Meter Rental/Rate Change Protection		
Maintenance		
Software Care		
<b>TOTAL</b>	\$3,750.80	\$45,009.60

<b>OPTION YEAR 1</b>		
September 30, 2014 – September 29, 2015		
<b>Supply/Service</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Leased Hardware/Software	[REDACTED]	[REDACTED]
Meter Rental/Rate Change Protection	[REDACTED]	[REDACTED]
Maintenance	[REDACTED]	[REDACTED]
Software Care	[REDACTED]	[REDACTED]
<b>TOTAL</b>	<b>\$3,750.80</b>	<b>\$45,009.60</b>

<b>OPTION YEAR 2</b>		
September 30, 2015 – September 29, 2016		
<b>Supply/Service</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Leased Hardware/Software	[REDACTED]	[REDACTED]
Meter Rental/Rate Change Protection	[REDACTED]	[REDACTED]
Maintenance	[REDACTED]	[REDACTED]
Software Care	[REDACTED]	[REDACTED]
<b>TOTAL</b>	<b>\$3,750.80</b>	<b>\$45,009.60</b>

<b>OPTION YEAR 3</b>		
September 30, 2016 – September 29, 2017		
<b>Supply/Service</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Leased Hardware/Software	[REDACTED]	[REDACTED]
Meter Rental/Rate Change Protection	[REDACTED]	[REDACTED]
Maintenance	[REDACTED]	[REDACTED]
Software Care	[REDACTED]	[REDACTED]
<b>TOTAL</b>	<b>\$3,750.80</b>	<b>\$45,009.60</b>

<b>OPTION YEAR 4</b>		
September 30, 2017 – September 29, 2018		
<b>Supply/Service</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Leased Hardware/Software		
Meter Rental/Rate Change Protection		
Maintenance		
Software Care		
<b>TOTAL</b>	<b>\$3,750.80</b>	<b>\$45,009.60</b>

**TOTAL BASE + ALL OPTION YEARS = \$225,048.00**

## **A.5 STATEMENT OF WORK**

### **1.0 Background**

The U.S. Nuclear Regulatory Commission's Office of Administration manages mail services for Headquarters, Regional Offices and the Technical Training Center (TTC) in accordance with United States Postal Service (USPS) Federal directives and regulations. The current mailroom equipment is out of date, doesn't provide newly required bar coding and needs to be upgraded to efficiently and effectively process outgoing mail.

### **2.0 Objective**

The objective of this contract is to achieve economic savings through the application of new, automated mail management technologies by providing effective, economical, and efficient mail service equipment while complying with new regulations, within NRC using USPS and private expedited delivery services. Ensure official business mail is processed efficiently and sent the most cost-effective way by selecting the proper class.

### **3.0 Technical Requirements**

In order to effectively and efficiently process the mail, the current mailroom equipment needs to be updated.

The hardware and software requirements for Headquarters are:

- High volume mailing system with catch tray/drop stacker; minimum speed should be at least 90 letters per minute
- Workstation or piece of furniture for meter machine to be placed on at all locations.
- Weighing platform for oversized parcels
- Scale able to weight at least 70 lbs.
- High volume stacker for processed mail
- USPS approved mailing and shipping rate software (includes barcoding) and negotiated Government rates
- Rate shopping for premium mail (premium mail is any shipping service outside of First Class Mail – ie. UPS, FedEx, USPS Priority Mail, USPS Express Mail) select carrier on single screen for best value (using Government negotiated rates) between all carriers used by NRC; i.e., USPS, FedEx, UPS, etc.
- Thermal label printer (ability to print all carrier labels)

- Touchscreen monitor and stand-alone Personal Computer
- Internet access (not on the NRC network)
- Water sealing capability
- Ability to create certified electronic return receipt
- Tracking services and eCertified mail
- Ability to calculate cost based on size, shape & thickness and correct addresses of ground and premium mail to the street level to eliminate any address correction surcharges by the carriers (new requirement by USPS).
- Continuously process pieces of varying size, shape & thickness (eliminates manual sorting)
- Perform online account tracking and management, ability to generate various reports from all locations
- Ability to apply postage funding on meter within 24 hours

The proposed hardware and software requirements for the four Regions and TTC are:

- Low volume mailing system with catch tray/drop stacker; minimum speed should be at least 50 letters per minute
- Workstation or piece of furniture for meter machine to be placed on at all locations.
- Weighing platform for oversized parcels
- Scale able to weight at least 70 lbs.
- High volume stacker for processed mail
- USPS approved mailing and shipping rate software (includes barcoding) and negotiated Government rates
- Rate shopping for premium mail (premium mail is any shipping service outside of First Class Mail – ie. UPS, FedEx, USPS Priority Mail, USPS Express Mail) select carrier on single screen for best value (using Government negotiated rates) between all carriers used by NRC; i.e., USPS, FedEx, UPS, etc.
- Thermal label printer (ability to print all carrier labels)
- Touchscreen monitor and stand-alone Personal Computer
- Internet access (not on the NRC network)
- Water sealing capability
- Ability to create certified electronic return receipt
- Tracking services and eCertified mail
- Ability to calculate cost based on size, shape & thickness and correct addresses of ground and premium mail to the street level to eliminate any address correction surcharges by the carriers (new requirement by USPS).

#### **4.0 Scope of Work**

The vendor is responsible for delivery, setup, and training of all equipment. The vendor shall provide maintenance on all equipment and software with no longer than a 4-hour response time with no additional charges for travel. The vendor shall provide training and training materials for staff at Headquarters, the four regions and TTC. The training sessions shall be scheduled upon contract award.

#### **5.0 Place of Performance**

##### Headquarters

11555 Rockville Pike  
Rockville, MD 20852

Region I  
2100 Renaissance Blvd.  
King of Prussia, PA 19406

Region II  
245 Peachtree Center Ave., NE  
Ste. 1200  
Atlanta, GA 30303

Region III  
2443 Warrenville Rd.  
Ste. 210  
Lisle, IL 60532

Region IV  
1600 East Lamar Blvd.  
Arlington, TX 76011

Technical Training Center  
5746 Marlin Road  
Ste. 200  
Chattanooga, TN 37411

## **DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT**

### **B.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

### **B.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 15 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 five years and six months.

### **B.3 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 Offerors 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.

#### **B.4 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for performance under this contract beyond \$45,009.60. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### **B.5 PACKAGING AND MARKING (AUG 2011)**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

#### **B.6 BRANDING (AUG 2012)**

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number GS25F0110M NRC-HQ-13-F-10-0001.



**B.7 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (NOVEMBER 2006)**

(a) The contracting officer's representative authorized for this contract is:

Name: Jackie Nicholson  
 (301) 415-2095  
 Jackie.Nicholson@nrc.gov  
 U.S. Nuclear Regulatory Commission  
 11555 Rockville Pike  
 Mail Stop: O-P137  
 Rockville, MD 20852

Any modifications to the statement of work, cost, or period of performance of this delivery order must be issued by the Contracting Officer and will be coordinated by the Project Officer.

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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 project officer 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 project officer or must be confirmed by the project officer 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 project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer 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 project officer 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 project officer 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.

## **B.8 ELECTRONIC PAYMENT (JUN 2013)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments@nrc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

NRC Payments  
 U.S. Nuclear Regulatory Commission  
 One White Flint North  
 Mailstop O3-E17A  
 11555 Rockville Pike  
 Rockville, MD 20852-2738

## **B.9 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

### Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

## **B.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

## **B.11 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.

## **B.12 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**B.13 BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. **FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.**

**Standard Forms:** Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**Purchase of Capital Property:** (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

## **INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT - COVER SHEET)**

### **1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

### **2. Invoice/Voucher Information**

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.