

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 12/19/2014		2. CONTRACT NO. (If any) NRC-HQ-11-A-33-0013		6. SHIP TO: a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission-		
3. ORDER NO. NRC-HQ-10-15-O-0002		4. REQUISITION/REFERENCE NO. OIS-15-0029		b. STREET ADDRESS Mail Processing Center 4930 Boiling Brook Parkway		
5. ISSUING OFFICE (Address correspondence to) U.S. NRC - HQ Acquisition Management Division Mail Stop: 3WFN-05-C64MP Washington DC 20555-0001				c. CITY Rockville	d. STATE MD	e. ZIP CODE 20852
7. TO: a. NAME OF CONTRACTOR FOUR				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 15413 SNOWHILL LN				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 CENTREVILLE		e. STATE VA	f. ZIP CODE 201201148	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 See Schedule				10. REQUISITIONING OFFICE Office of Information Services		
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
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/31/2014
16. DISCOUNT TERMS						
17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)
	GSA Contract #: GS35F0312U IBM eDiscover Manager & Analyzer support, under BPA number NRC-HQ-11-A-33-0013  Accounting Info: 2015-X0200-FEEBASED-10-10D006-51-I-156-J1234 Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission						
b. STREET ADDRESS (or P.O. Box) One White Flint North						\$0.00
c. CITY						\$36,525.00
d. STATE						
e. ZIP CODE						
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) HERIBERTO COLON TITLE: CONTRACTING/ORDERING OFFICER		17(i) GRAND TOTAL

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OPTIONAL FORM 347 (Rev. 2/2012)  
Prescribed by GSA/FAR 48.101-6 (1)

TEMPLATE - ADM001

JAN 5 2014

ADM002

# SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/19/2014	CONTRACT NO. NRC-HQ-11-A-33-0013	ORDER NO. NRC-HQ-10-15-O-0002
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
-2572	Period of Performance: 12/31/2014 to 12/31/2015					

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

\$0.00

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OPTIONAL FORM 348 (Rev 4/2006)  
Prescribed by GSA FAR (48 CFR) 53.213(f)

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**A.1 SCHEDULE OF SUPPLIES OR SERVICES**

FIXED PRICE SERVICES					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
00001	IBM eDiscovery Analyzer Operator Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months POP: 12/31/14 - 12/31/2015 GSA CLIN: D12UPLL Quantity: 4; Unit: Each; Unit Price: [REDACTED] Total: [REDACTED]	1	Lot	[REDACTED]	[REDACTED]
	IBM eDiscovery Manager Operator Authorized User Value Unit SW Subscription & Support Reinstatement 12 Months POP: 12/31/14 - 12/31/2015 GSA CLIN: D12UMLL Quantity: 2; Unit: Each; Unit Price: [REDACTED] Total: [REDACTED]				
Subtotal – Firm-Fixed Amount:					\$36,525.00

**A.2 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.3 ELECTRONIC PAYMENT (SEP 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 Transfer-System Award Management".

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: OCFO ObligationsResource@nrc.gov.

**A.4 PERIOD OF PERFORMANCE (AUG 2011)**

The effective date of this order shall commence on 1/01/2015 and will expire on 12/31/2015.

**A.5 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.

## **A.6 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.

## **A.7 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

(a) The contracting officer's authorized representatives hereinafter referred to as the Contracting Officer's Representatives (COR) for this contract are:

Primary Contracting Officer's Representative:

Name: Behrouz Golchane

Address: Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852  
Mailstop: TWFN2 F-43A

Telephone Number: 301-415-6196

Email: [Behrouz.Golchane@nrc.gov](mailto:Behrouz.Golchane@nrc.gov)

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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, approve 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 COR 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 COR or must be confirmed by the COR 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 COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories 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 that 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 COR 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 to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR 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.

**A.8 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

**A.9 REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.