

**ORDER FOR SUPPLIES OR SERVICES**

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1 11

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

1. DATE OF ORDER 01/06/2015	2. CONTRACT NO. (If any) NNG07DA22B	6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-
3. ORDER NO. NRC-HQ-10-15-T-0001	4. REQUISITION/REFERENCE NO. OIS-15-0034	

5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001	b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY
c. CITY ROCKVILLE	d. STATE MD
	e. ZIP CODE 20852

7. TO: a. NAME OF CONTRACTOR BLUE TECH INC	f. SHIP VIA
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b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 2251 SAN DIEGO AVE STE B155	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY 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.
d. CITY SAN DIEGO	e. STATE CA	f. ZIP CODE 921102930
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.		

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE OFFICE OF INFORMATION SERVICES
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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 checked="" 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
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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)	16. DISCOUNT TERMS NET 30
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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)
	Accounting Info: 2015-X0200-FEEBASED-10-10D007-51-J-144-J1500-2572 Period of Performance: 01/05/2015 to 01/04/2018 Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME NRC PAYMENTS			\$181,461.00
b. STREET ADDRESS (or P.O. Box) NRCPAYMENTSNRRCGOV			17(i) GRAND TOTAL
c. CITY	d. STATE	e. ZIP CODE	
			\$181,461.00

22. UNITED STATES OF AMERICA BY (Signature) 	01/06/2015	23. NAME (Typed) ADELIS M. RODRIGUEZ TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (Rev. 2/2012)  
Prescribed by GSA/FAR 48 CFR 53.213(t)

**SUNSI REVIEW COMPLETE**

JAN 9 2015

**ADMM002**

TEMPLATE - ADMM002

**SCHEDULE - CONTINUATION**

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

DATE OF ORDER 01/06/2015	CONTRACT NO. NNG07DA22B	ORDER NO. NRC-HQ-10-15-T-0001
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	Tenable Nessus. Security Center 15,000 IPs Qty 1 \$112,905.05 Three years Maintenance Support for Security Center 15,000 IPS \$67,743.03 NASA SEWP Fee \$812.92  The obligated amount of award: \$181,461.00. The total for this award is shown in box 17(i).				181,461.00	

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

\$181,461.00

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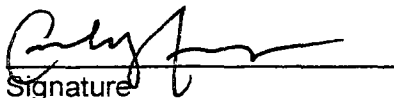
**ADDITIONAL TERMS AND CONDITIONS**

**1. CONTRACTOR ACCEPTANCE OF ORDER**

Acceptance of this task order should be made by having an official, authorized to bind your organization, please sign one copy of this document in the space provided and return it via email to the Contracting Officer.

Accepted Order:

Carly Evers, Sales Rep  
Printed Name & Title

  
Signature

1/6/15  
Date

**2. NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Tenable Nessus Security Center Licenses

(b) Summary work description: The contractor shall provide 15,000 IPs Tenable Nessus Security Center licenses, plus one base year of maintenance support for all 15,000 IPs licenses and two optional one-year maintenance support years.

**3. NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE**

The total amount of the Firm-Fixed-Price portion of this contract is \$181,461.00, and this amount is fully-funded.

**4. NRCD020 BRANDING**

The Contractor is required to use 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 Information Services, under Contract/order number NNG07DA22B, order number NRC-HQ-10-15-T-0001.

**5. NRCD010 PACKAGING AND MARKING**

(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: not applicable..

**6. NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. 15,000 IPs Tenable Nessus Security Center Licenses
2. Base Year Support for 15,000 IPs Tenable Nessus Security Center Licenses
3. Option Year 1 Support for 15,000 IPs Tenable Nessus Security Center Licenses
4. Option Year 2 Support for 15,000 IPs Tenable Nessus Security Center Licenses

**7. NRCF030 PERIOD OF PERFORMANCE**

This contract shall commence on 1/5/2015 and will expire on 1/4/2018.

**8. NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

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: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**9. 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE I (OCT 1999)**

As prescribed at 2015.209-70(a)(2)(ii), the contracting officer shall insert the following clause in solicitations and contracts which require issuance of delivery orders for specific products/services.

PROJECT OFFICER AUTHORITY (OCT 1999) - ALTERNATE I (OCT 1999)

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

Name: Eric Brusoe  
Address: US NRC  
Mail Stop: OWFN6 E7A  
Washington DC 20555

Email: [eric.brusoe@nrc.gov](mailto:eric.brusoe@nrc.gov)

Telephone Number: 301-415-5053

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
  - (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
  - (3) Inspect and accept products/services provided under the contract.
  - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

#### **10. NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS**

- (a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.
- (b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:
- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
  - (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
  - (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
  - (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

#### **11. NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

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.

#### **12. NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

- (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.

### **13. NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

### **14. NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared [*Insert time for annual evaluation here*]. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection

purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

#### **15. 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  
Mailstop O3-E17A  
Washington, DC 20555

**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).



Contract No. NNG07DA22B  
Order No. NRC-HQ-10-15-T-0001

**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.

Contract No. NNG07DA22B  
Order No. NRC-HQ-10-15-T-0001

- 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.