

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 2

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

1. DATE OF ORDER 03/29/2016	2. CONTRACT NO. (if any) GS35F0512J	6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
3. ORDER NO. NRC-HQ-11-16-T-0001	4. REQUISITION/REFERENCE NO. NSIR-16-0046		

5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWEN-5E03 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: ANDREW CHAMBERS a. NAME OF CONTRACTOR GATEWAY FAX SYSTEMS INC b. COMPANY NAME	f. SHIP VIA
c. STREET ADDRESS 11032 MERGANSER TERRACE	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY
d. CITY CHESTERFIELD	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.
e. STATE VA	f. ZIP CODE 238385269

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE OFFICE OF NUCLEAR SECURITY
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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 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
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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) 1 Days After Award	16. DISCOUNT TERMS 30 Net
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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)
	This is a firm-fixed price delivery order.  Contractor POC: Andrew Chambers 804-796-1900 chambersa@gwfs.com  Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME US NUCLEAR REGULATORY COMMISSION			
b. STREET ADDRESS (or P.O. Box) TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV			17(i) GRAND TOTAL
c. CITY ROCKVILLE	d. STATE MD	e. ZIP CODE 20852-2738	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) DOMONIQUE MALONE TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

**SUNSI REVIEW COMPLETE**

OPTIONAL FORM 347 (Rev. 2/2012)  
Presented by GSA/FAR 48 CFR 53.213(f)

**TEMPLATE - ADM001**

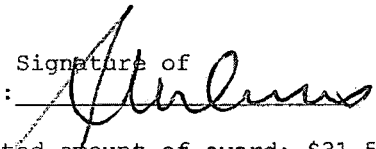
**APR 29 2016**

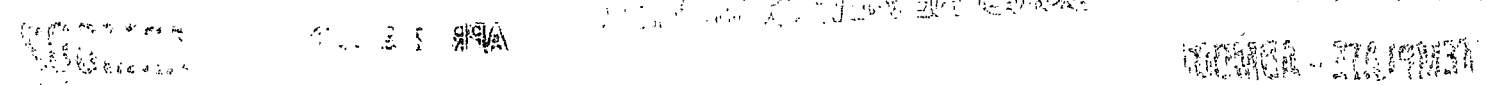
**ADM002**

**SCHEDULE - CONTINUATION**

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

DATE OF ORDER 03/29/2016	CONTRACT NO. GS35F0512J	ORDER NO. NRC-HQ-11-16-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)
	NRC COR: Nick Ballam 301-415-3516 nick.ballam@nrc.gov Accounting Info: 2016-X0200-FEEBASED-11-11D002-11-1-156-6070-252A Period of Performance: 09/19/2016 to 09/18/2017					
00001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390				31,500.00	
10001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2017				0.00	
20001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2018				0.00	
30001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2019				0.00	
40001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2020				0.00	
<p>Contractor Signature of Acceptance: </p> <p>The obligated amount of award: \$31,500.00. The total for this award is shown in box 17 (i).</p>						
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$31,500.00	



**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 2

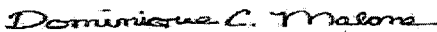
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1. DATE OF ORDER 04/25/2016		2. CONTRACT NO. (If any) GS35F0512J		6. SHIP TO:	
3. ORDER NO. NRC-HQ-11-16-T-0001		4. REQUISITION/REFERENCE NO. NSIR-16-0046		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
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d. CITY ROCKVILLE		e. STATE MD	e. ZIP CODE 20852		
7. TO: ANDREW CHAMBERS a. NAME OF CONTRACTOR GATEWAY FAX SYSTEMS INC b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 11032 MERGANSER TERRACE				8. TYPE OF ORDER	
d. CITY CHESTERFIELD				e. STATE VA	f. ZIP CODE 238385269
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NUCLEAR SECURITY	
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13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 1 Days After Award	16. DISCOUNT TERMS 30 Net
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21. MAIL INVOICE TO:						
a. NAME US NUCLEAR REGULATORY COMMISSION						\$31,500.00
b. STREET ADDRESS (or P.O. Box) TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV						\$157,500.00
c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738			17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)		04/25/2016		23. NAME (Typed) DOMONIQUE MALONE TITLE: CONTRACTING/ORDERING OFFICER	
					

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER 04/25/2016	CONTRACT NO. GS35F0512J	ORDER NO. NRC-HQ-11-16-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)
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20001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2018				0.00	
30001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2019				0.00	
40001	Secure Fax Maintenance & Support Plan Qty. 92 of Model 390 Amount: \$31,500.00 (Option Line Item) Anticipated Exercise Date 08/19/2020				0.00	
	Contractor Signature of Acceptance: _____					
	The obligated amount of award: \$31,500.00. The total for this award is shown in box 17(i).					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$31,500.00	

Statement of Work (SOW)

SECTION A - Contract Clauses .....

- A.1 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE.....
- A.2 NRCF030 PERIOD OF PERFORMANCE.....
- A.3 NRCG030 ELECTRONIC PAYMENT (SEP 2013).....
- A.4 NRCH470 GREEN PURCHASING (SEP 2013).....
- A.5 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND  
SUBCONTRACTOR EMPLOYEES.....
- A.6 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS...
- A.7 BILLING INSTRUCTIONS FOR FIXED-PRICE CONTRACT (MAY 2013)
- A.8 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY
- A.9 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)
- A.10 REGISTRATION IN FEDCONNECT® (JULY 2014)
- A.11 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE  
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- A.12 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- A.13 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
- A.14 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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- C.2 Background
- C.3 Objective
- C.4 Scope of Work
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  - C.4.2 Deliverables
  - C.4.3 Performance Standards
- C.5 Reporting Requirements
  - C.5.1 Monthly Letter Status Report (MLSR)
  - C.5.2 Final Report
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- C.8 Applicable Publications (Current Editions)

### **Attachments**

Attachment A - Performance Requirements Summary (PRS)

**C.1 Title of Project**

This is a non-personal services contract/order to provide maintenance and support services for 92 Gateway Fax Model 390 Secure Fax Systems.

**C.2 Background**

The Mission of the Nuclear Regulatory Commission (NRC) is to regulate the Nation's civilian use of radioactive materials to protect public health and safety, promote the common defense and security, and protect the environment. In order to fully support this mission, it is imperative that the NRC be able to communicate securely (transmit and receive sensitive and classified information) between NRC Regions, Resident Inspector Sites, and with other Federal Government Agencies. To enable this communication, the NRC has installed Gateway Fax Model 390 Secure Fax Systems at Resident Inspector sites, Regional Offices, and NRC Headquarters. These systems provide the capability to transmit and receive classified information via facsimile to and from each of these sites, as well as providing the capability to send and receive secure facsimiles with other government agencies.

This current model of fax systems were purchased on September 19, 2014 from Gateway Fax Systems. Gateway Fax Systems, as the only authorized provider of these systems in the United States, has provided a warranty for this fleet of systems since their purchase. The warranty referenced is described in contract number is NRC-HQ-11-14-T-001, with a period of performance of September 19, 2014 through September 18, 2016.

**C.3 Objective**

The objective of this acquisition is to establish a multi-year, performance-based maintenance agreement to support and maintain NRC's fleet of 92 secure fax systems. This agreement will include a product warranty providing unlimited phone support and the ability to quickly exchange a non-functioning unit for a functioning unit via express mail services.

This contract will help ensure that NRC maintains the capability of communicating securely within the NRC and between licensees and other Federal partners.

**C.4 Scope of Work**

In order to achieve the objectives of this agreement the contractor shall provide technical support and fax system replacement services for the NRC's fleet of 92 Gateway Fax Model 390 Secure Fax Systems. The contractor shall maintain sufficient quantities of

replacement Gateway Fax Model 390 Secure Fax Systems on hand to meet the requirements described below.

#### **C.4.1 Tasks/Services**

The contractor shall provide all resources necessary (personnel, equipment and material) to accomplish the tasks and deliverables described in this Performance Work Statement (PWS).

Tasks/services include technical support via phone and fax system replacement services. The contractor shall provide technical support over the phone during regular business hours (Monday through Friday, 8:00 a.m. – 6:00 p.m. Eastern Time, excluding Federal Holidays), and ensure that inoperable fax systems are replaced within the timelines outlined below. The tasks/services shall be separately identified numerically starting with C.4.1.1 and shall continue in a sequential manner until all tasks/services are accounted for.

##### **C.4.1.1: Provide Technical Support**

The contractor shall provide unlimited technical support to NRC technical staff and end users via phone during regular working hours, Monday through Friday, 8:00 a.m. – 6:00 p.m. Eastern Time, excluding Federal Holidays. This technical support shall provide technical staff and end users a way to troubleshoot any malfunctions, technical issues, or other problems with the secure fax systems. The contractor shall provide technical support technicians with the appropriate knowledge of the NRC's fax systems to effectively troubleshoot and provide solutions over the phone for problems with the fax systems.

While very unlikely, it is possible that technical support will be needed after business hours during an emergency. The contractor shall provide an emergency point of contact that will be available to help troubleshoot in the unlikely event of an emergency outside of regular business hours. Over the past five years the NRC has not needed technical support outside of regular business hours.

If the problems cannot be resolved through technical support calls, the contractor shall provide the NRC with a replacement fax system as described below.

##### **C.4.1.2: Provide Fax System Replacement Services**

When technical issues that cannot be resolved through technical support calls render a fax system inoperable, NRC staff shall document the problem and make a formal request via email to have a replacement secure fax system sent. The contractor shall ensure that a replacement fax system of the same make and model is shipped from the contractor to the NRC within one working day of this formal request email.

The contractor shall use 2<sup>nd</sup>-day-air shipping service or ground shipping if proximity guarantees 2<sup>nd</sup>-day delivery. For example, a device becomes inoperable on Monday and through technical support calls it is determined that the fax system cannot be fixed



over the phone, the contractor shall ship a replacement fax system (via 2<sup>nd</sup>-day-air shipping service or equivalent) by close of business the next day (Tuesday). For a problem that arises on a Friday, the replacement fax system should be shipped by close of business the following Monday.

A fax system will be determined inoperable if it is unable to successfully transfer a document to or from the NRC system and the contractor determines that the fax system equipment is faulty.

**C.4.2 Deliverables**

Section #	Deliverable	Due Date	Format	Submit to
C.4.2.1	1 Monthly Report	20 <sup>th</sup> of the following month	Word Document	COR

**C.4.2.1: Monthly Report**

At the completion of each month during the period of performance of this contract, the contractor shall provide a monthly report to the contracting officer's representative that includes:

- The total number of technical support calls fielded for NRC secure fax systems that month and the number of these technical support calls that were not able to be successfully resolved.
- A brief description of each *unresolved* technical support call including the caller name, date, technical issue.
- The number of secure fax systems that were replaced that month, including the date of the identified problem and date that each fax system was shipped and delivered to NRC.

The monthly report is due on the 20<sup>th</sup> day of the following month for which it is reporting and should be submitted via email to the COR and Alternate COR for this contract. The monthly report should be sent in a Microsoft Word Document format.

**C.4.3 Performance Standards**

The contractor shall adhere to the following performance standards, which are discussed in detail in the attached Performance Requirement Summary (PRS).

1. As a whole, the NRC fleet of fax systems shall maintain a 99% uptime each month.
  - a. Uptime shall be calculated as follows: Sum of uptime hours for deployed fax systems in a given month / Sum of possible hours of uptime for deployed fax systems in a given month
    - i. Example: 240 hours of down time for 90 deployed fax systems in a 30 day month =  $240 - (90 * 30 * 24) / 90 * 30 * 24 = 64560/64800 = 99.63\%$  uptime.

2. Upon discovery of a faulty secure fax system, the contractor shall ship a replacement fax system by the end of the following business day.
3. Replacement fax machines shall arrive at the NRC location (or warehouse) by the end of the 2nd business day after shipment.
4. The Monthly Report shall be delivered to the NRC by the 20th of the following month for which it is reporting.

**C.5 Reporting Requirements**

**C.5.1 Monthly Letter Status Report (MLSR)**

The contractor shall provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the Government to assess the adequacy of the resources proposed by the contractor to accomplish the work contained in this SOW and provide status of contractor progress in achieving tasks and producing deliverables. The report shall include contract/order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary.

**C.5.2 Final Report**

The contractor shall provide a final report summarizing the work performed and the results and conclusions under this contract/order. The final report shall be submitted to the COR and Alternate COR and is due 30 days after the period of performance of this contract has ended.

**C. 6 Section 508 – Electronic and Information Technology Standards**

N/A

**C.7 Release of Publications**

Any documents generated by the contractor under this contract/order shall not be released for publication or dissemination without CO and COR prior written approval.

**C.8 Applicable Publications**

N/A

**Attachment A – Performance Requirements Summary (PRS)**

**A.) Key Tasks/Services or Deliverables**

1. The contractor shall provide technical support to ensure the NRC fax systems maintain an operational level at 99%.
2. The contractor shall provide secure fax system replacement services for faulty secure fax system equipment.
3. At the completion of each month during the period of performance of this contract, the contractor shall provide a monthly report to the contracting officer's representative

**B.) Performance Standards**

Performance Standards Examples:

1. As a whole, the NRC fleet of fax systems shall maintain a 99% uptime each month.
  - a. Uptime shall be calculated as follows: Sum of uptime hours for deployed fax systems in a given month / Sum of possible hours of uptime for deployed fax systems in a given month
    - i. Example: 240 hours of down time for 90 deployed fax systems in a 30 day month =  $240 - (90 * 30 * 24) / 90 * 30 * 24 = 64560/64800 = 99.63\%$  uptime.
2. Upon discovery of a faulty secure fax system, the contractor shall ship a replacement fax system by the end of the following business day, and the secure fax system shall arrive at the NRC location (or warehouse) by the end of the 2nd business day after shipment.
3. The Monthly Report shall be delivered to the NRC by the 20th of the following month for which it is reporting.

**C.) Acceptable Quality Levels (AQL)**

1. There is a zero margin for error for maintaining a 99% uptime each month.
2. There is a zero margin for error for shipping a replacement fax system by the end of the following business day after a faulty fax system is discovered, and for having that replacement fax system arrive at the NRC location (or warehouse) by the 2nd business day after shipment.
3. The Monthly report shall be no more than 2 days late (2 days after the 20th of the month due date).

**D.) Method(s) of Government Surveillance**

The Government shall monitor fax uptime to ensure that it remains within the 99% threshold for each month. Monthly and quarterly fax tests will be employed on each fielded fax system, and downtime will be tracked for any fax system that is inoperable.

During the monthly and quarter fax tests, an NRC employee from each region, and from headquarters sends a test fax sheet out to every secure fax system in their respective region. The operators of those fax machines are required to acknowledge successful receipt of the test fax, and send a response back via secure fax to the region or headquarters representative. If both of these faxes are transmitted successfully the fax test is deemed a success.

The COR shall review the MLSR for any replacement systems that are shipped to ensure that they were shipped and received within the appropriate timeframes. The COR shall check shipping carrier tracking information to verify that the MLSR contains accurate information.

The COR shall track the receipt date of the MLSR to ensure that it is received by the due date.

**E.) Performance Incentives**

1. If the overall fax system uptime is below 99% for a given month, \$200 will be deducted from the appropriate CLIN on the monthly invoice.
2. If a replacement fax system is not shipped by the end of the following business day after a faulty fax system is discovered, and received by the 2nd business day after shipment, \$100 will be deducted from the appropriate CLIN on the monthly invoice.
3. If the MLSR is more than two business days late, \$50 will be deducted from the appropriate CLIN on the monthly invoice.

**Performance Requirements Summary**

A.) Key Tasks/Services or Deliverables	B.) Performance Standards	C.) AQL	D.) Methods of Govt. Surveillance	E.) Performance Incentives
The contractor shall provide technical support to ensure the NRC fax systems maintain an operational level at 99%.	As a whole, the NRC fleet of fax systems shall maintain a 99% uptime each month.	There is a zero margin for error for maintaining a 99% uptime each month.	Monthly and quarterly fax tests will be employed on each fielded fax system, and downtime will be tracked for any fax system that is inoperable.	\$200 deduction from monthly invoice for not meeting this metric.
The contractor shall provide secure fax system replacement services for faulty secure fax system equipment.	Upon discovery of a faulty secure fax system, the contractor shall ship a replacement fax system by the end of the following	There is a zero margin for error for shipping a replacement fax system by the end of the following	The COR shall review the MLSR and shipping carrier tracking information	\$100 deduction from monthly invoice for not meeting this metric.

NRC-HQ-11-16-T-0001

	business day, to arrive at the NRC location (or warehouse) by the end of the 2 <sup>nd</sup> business day after shipment.	business day after a faulty fax system is discovered, and receiving the replacement fax machine by the 2 <sup>nd</sup> business day after shipment.	for any replacement systems that are shipped to ensure that they were shipped and received within the appropriate timeframes.	
At the completion of each month during the period of performance of this contract, the contractor shall provide a monthly report to the contracting officer's representative	The Monthly Report shall be delivered to the NRC by the 20th of the following month for which it is reporting.	The Monthly report shall be no more than 2 days late (2 days after the 20th of the month due date).	The COR shall track the receipt date of the MLSR to ensure that it is received by the due date.	\$50 deduction from monthly invoice for not meeting this metric.

**SECTION A – Contract Clauses**

**A.1 NRCB080 CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE (AUG 2011)**

The firm fixed price of this contract is \$157,500.00 (inclusive of all option periods).

Base Period:	\$31,500.00
Option Period 1:	\$31,500.00
Option Period 2:	\$31,500.00
Option Period 3:	\$31,500.00
Option Period 4:	\$31,500.00

Total Periods: \$157,500.00

(End of Clause)

**A.2 NRCF030 PERIOD OF PERFORMANCE**

This contract shall commence on 9/19/2016-9/18/2017

Option Period 1:	9/19/2017-9/18/2018
Option Period 2:	9/19/2018-9/18/2019
Option Period 3:	9/19/2019-9/18/2020
Option Period 4:	9/19/2020-9/18/2021

(End of Clause)

**A.3 NRCG030 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](mailto:OCFO_ObligationsResource@nrc.gov).

(End of Clause)

**A.4 NRCH470 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

**A.5 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.

(End of Clause)

#### **A.6 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.

(End of Clause)

#### **A.7 BILLING INSTRUCTIONS FOR FIXED-PRICE CONTRACT (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 System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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).

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**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 System for Award Management (SAM) database at <http://sam.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.

#### **A.8 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (Alternate II)**

The Contracting Officer's Authorized Representative (hereinafter referred to as the COR) for this contract is:

Name: Nick Ballam

Address: US Nuclear Regulatory Commission  
11545 Rockville Pike  
Rockville MD. 20875  
301-415-3516  
Nick.ballam@nrc.gov

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

(a) 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) Changes any of the expressed terms, conditions, or specifications of the contract.
- (4) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) In addition to providing technical direction as defined in paragraph (b) of the section, the Contracting Officer Representative shall:

- (1) Assist the contractor in the resolution of technical problems encountered during performance.
- (2) Assist the contractor in obtaining the badges for the contractor personnel.
- (3) 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.

(4) 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.

(5) 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.09 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (AUG 2011)**

(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.

#### **A.10 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>.

**A.11 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 at the end of each year. 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.

**A.12 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract beyond 9/18/2017. 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 beyond 9/18/2017 and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**A.13 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 (3/18/2022). The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**A.14 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 day of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 3/18/2022.

**Swanson, Madge**

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**From:** Shuler, Fatima  
**Sent:** Monday, April 25, 2016 10:22 AM  
**To:** ADM\_DC\_FileRetrieval Resource  
**Subject:** Request for file# NRC-HQ-11-C-33-0059/ NRC-HQ-12-T-10-0013 (EOM)

Thanks,

*Fatima Shuler*

Contract Specialist  
U.S. Nuclear Regulatory Commission  
Acquisition Management Division (AMD)  
Resources and Grants Team  
Phone: (301)415-7044  
Location: T2-A05  
Mailstop: T5-E02

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