ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 09/29/2016

2. CONTRACT NO. (If any): NRC-HQ-10-16-A-0005

3. ORDER NO.:

4. REQUISITION/REFERENCE NO.: ZEROREQ-OCIO-16-0029

5. ISSUING OFFICE (Address correspondence to):
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP TWFN-5E03
WASHINGTON DC 20555-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: Indicated on call
b. STREET ADDRESS:
c. CITY:
d. STATE:
e. ZIP CODE:

7. TO:
a. NAME OF CONTRACTOR: ABM FEDERAL SALES INC
b. COMPANY NAME:
c. STREET ADDRESS: 770 SPIRIT OF ST LOUIS BLVD STE 100
d. CITY: CHESTERFIELD
e. STATE: MO
f. ZIP CODE: 63005-1003

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
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.
☐ 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.

9. ACCOUNTING AND APPROPRIATION DATA: Indicated on call

10. REQUISITIONING OFFICE: OFFICE OF THE CHIEF INFORMATION OFF

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

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): Indicated on call

16. DISCOUNT TERMS: Indicated on call

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)
	GSA Contract #: GS03F110DA Multi-functional devices (MFD) Managed Print Services at the NRC Period of Performance: 10/01/2016 to 09/30/2017					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:

17(h) TOTAL (Cont. pages): $0.00

21. MAIL INVOICE TO:
a. NAME: Indicated on call
b. STREET ADDRESS (or P.O. Box):
c. CITY:
d. STATE:
e. ZIP CODE:

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $9,600,000.00

22. UNITED STATES OF AMERICA BY (Signature): 09/29/2016

23. NAME (Typed): HERIBERTO COLON
TITLE: CONTRACTING/ORDERING OFFICER

BPA NO.: NRC-HQ-10-16-A-0005
GSA Contract No.: GS-03-F-110DA

CONTRACTOR ACCEPTANCE OF BPA
Acceptance of this BPA should be made by an official authorized to bind your organization. Please sign one copy of this document in the space provided below and return it via email to the Contracting Officer.

ACCEPTED:

_____	_____	_____
Printed Name & Title	Signature	Date

SECTION A - BLANKET PURCHASE AGREEMENT ADDITIONAL TERMS AND CONDITIONS

ADMINISTRATIVE INFORMATION

(a) This single-award Blanket Purchase Agreement is established under the Contractor's General Services Administration (GSA) Federal Supply Schedule (FSS) contract in accordance with Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs). The Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH the U.S. Nuclear Regulatory Commission (NRC).

(b) The NRC will place orders under the BPA in accordance with FAR 8.405-3(c)(1). The contract type for each individual task order may be firm fixed priced or labor hour, depending on the type of work. All orders placed against this BPA are subject to the terms and conditions of the Contractor's FSS contract.

(c) The Government estimates that the volume of purchases through the BPA will be no more than **$9,600,000.00** over the period of performance of this BPA, including options.

(d) This BPA does not obligate any funds.

(e) The following individuals are hereby authorized to place orders under this BPA: Any duly authorized contracting officer in the Acquisition Management Division at the U.S. Nuclear Regulatory Commission in Rockville, Maryland.

(f) Orders will be placed against this BPA in writing and will be transmitted to the Contractor via FedConnect® transmission and/or via email.

(g) Any references to other FAR provisions are provided only as guidance. Therefore, the requirements, process, and procedures of FAR Parts 12, 13, 14 and 15 are inapplicable to this RFQ.

SECTION B - Supplies or Services/Prices

NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is:

Multi-Functional Devices (MFD) Print Management Services at the NRC

(b) Summary work description: The contractor shall support the NRC in procuring MFDs through purchase, operating lease, along with comprehensive lifecycle supplies (consumables), service and maintenance, , and Administrative and Managed Print Services (MPS), in support of the NRC Print Management Program. This effort will gradually and incrementally replace the legacy print/copier fleet in a phased approach with new MFDs.

BPA NO.: NRC-HQ-10-16-A-0005
GSA Contract No.: GS-03-F-110DA

NRCB084 PRICE SCHEDULE

GSA SCHEDULE 36

BASE YEAR *(10/01/2016 – 09/30/*2017)

CLIN	Description	GSA Contract Part No.	Unit	Est. Qty.	Unit Price*	Total
[redacted]						
0001	**LABOR** (On-site Managed Print Services) *					
00001AA	Device Support Specialist	MPS-DSS-S	HR	1,040	(b)(4)	$0.00*
**NO CHARGE for LABOR provided NRC maintains at least 146 devices under the BPA. Below the 146 quantity, labor rates would apply.*						
[redacted]						
CLIN	**Description**	**SKU**	**Equipment Operating Lease Base Price** (Discounted)	[redacted]		**Total****
[redacted]						
0002	**EQUIPMENT** – Per device for 60 month lease					
[redacted]						
0002AA	Extra Small B&W: KM bizhub 4050	A6VF011	(b)(4)	[redacted]		(b)(4)
0002AB	Extra Small Color: KM bizhub C3850FS	A72R012		[redacted]		
0002AC	Small B&W: KM bizhub 4050	A6VF011		[redacted]		

0002AD	Small Color: KM bizhub C3850FS	A72R012	(b)(4)	[redacted]	(b)(4)
0002AE	Medium B&W: KM bizhub 454e	A61E012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
0002AF	Medium Color: KM bizhub C454e	A5C0012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
0002AG	Large B&W: KM bizhub 554e	A61D012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
0002AH	Large Color: KM bizhub C554e	A5AY012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
0002AI	X-Large B&W: KM bizhub 654e	A5YN018, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
[redacted]					

CLIN	Description	SKU	MPS Rate *(Discounted)*		Total**
00003	**SUPPLIES AND MAINTENANCE –** Managed Print Services: Per device for 60 month lease				
0003AA	Extra Small B&W: KM bizhub 4050	KM4050MPS Fee	(b)(4)		(b)(4)
0003AB	Extra Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
0003AC	Small B&W: KM bizhub 4050	KM4050MPS Fee			
0003AD	Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
0003AE	Medium B&W: KM bizhub 454e	KM454eMPS Fee			
0003AF	Medium Color: KM bizhub C454e	KMC454eMPS Fee			
0003AG	Large B&W: KM bizhub 554e	KM554eMPS Fee			
0003AH	Large Color: KM bizhub C554e	KMC554eMPS Fee			
0003AI	X-Large B&W: KM bizhub 654e	KM654eMPS Fee			
CLIN	**Description**	**SKU**	**Software Base Price** (Discounted)		**Total****

0004	**SOFTWARE** – Per device for 60 month lease				
[redacted]					
0004AA	Nuance AutoStore Base and Processing and Nuance Output Manager Print Management Licenses, per device	07AS004A5M0, 07AS006A5M0, 07OM001A5M0	(b)(4)	[redacted]	(b)(4)
0004AB	Nuance AutoStore Base, Process and Output Manager Maintenance, per device	07AS004M5M5, 07AS006M5M5, 07OM001M5M5			
[redacted]					

**Totals are rounded. Refer to Copier Lease Calculator at: http://www.gsa.gov/portal/getMediaData?mediaId=124310

The contractor shall charge the NRC the GSA BASE PRICE or the price in this price schedule, whichever is lower.

BPA NO.: NRC-HQ-10-16-A-0005
GSA Contract No.: GS-03-F-110DA

OPTION YEAR 1 *(10/01/2017 – 09/30/*2018)

CLIN	Description	GSA Contract Part No.	Unit	Est. Qty.	Unit Price*	Total
[redacted]						
1001	**LABOR** (On-site Managed Print Services) *					
1001AA	Device Support Specialist	MPS-DSS-S	HR	1,040	(b)(4)	$0.00*
**NO CHARGE for LABOR provided NRC maintains at least 146 devices under the BPA. Below the 146 quantity, labor rates would apply.*						
[redacted]						
CLIN	**Description**	**SKU**	**Equipment Operating Lease Base Price** (Discounted)	[redacted]		**Total****
[redacted]						
1002	**EQUIPMENT** – Per device for 60 month lease					
[redacted]						
1002AA	Extra Small B&W: KM bizhub 4050	A6VF011	(b)(4)	[redacted]		(b)(4)
1002AB	Extra Small Color: KM bizhub C3850FS	A72R012		[redacted]		
1002AC	Small B&W: KM bizhub 4050	A6VF011		[redacted]		
1002AD	Small Color: KM bizhub C3850FS	A72R012		[redacted]		

1002AE	Medium B&W: KM bizhub 454e	A61E012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082	(b)(4)	[redacted]	(b)(4)
1002AF	Medium Color: KM bizhub C454e	A5C0012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
1002AG	Large B&W: KM bizhub 554e	A61D012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
1002AH	Large Color: KM bizhub C554e	A5AY012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
1002AI	X-Large B&W: KM bizhub 654e	A5YN018, A3EPWY2, A87JWY1, A3ETW11, 7640008082			
[redacted]					
CLIN	**Description**	**SKU**	**MPS Rate**	[redacted]	

			(Discounted)		**Total****
10003	**SUPPLIES AND MAINTENANCE** – Managed Print Services: Per device for 60 month lease				
1003AA	Extra Small B&W: KM bizhub 4050	KM4050MPS Fee	(b)(4)		(b)(4)
1003AB	Extra Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
1003AC	Small B&W: KM bizhub 4050	KM4050MPS Fee			
1003AD	Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
1003AE	Medium B&W: KM bizhub 454e	KM454eMPS Fee			
1003AF	Medium Color: KM bizhub C454e	KMC454eMPS Fee			
1003AG	Large B&W: KM bizhub 554e	KM554eMPS Fee			
1003AH	Large Color: KM bizhub C554e	KMC554eMPS Fee			
1003AI	X-Large B&W: KM bizhub 654e	KM654eMPS Fee			
CLIN	**Description**	**SKU**	**Software Base Price** (Discounted)		**Total****

1004	**SOFTWARE** – Per device for 60 month lease					
[redacted]						
1004AA	Nuance AutoStore Base and Processing and Nuance Output Manager Print Management Licenses, per device	07AS004A5M0, 07AS006A5M0, 07OM001A5M0	(b)(4)	[redacted]		(b)(4)
1004AB	Nuance AutoStore Base, Process and Output Manager Maintenance, per device	07AS004M5M5, 07AS006M5M5, 07OM001M5M5				
[redacted]						

**Totals are rounded. Refer to Copier Lease Calculator at: http://www.gsa.gov/portal/getMediaData?mediaId=124310

The contractor shall charge the NRC the GSA BASE PRICE or the price in this price schedule, whichever is lower

BPA NO.: NRC-HQ-10-16-A-0005
GSA Contract No.: GS-03-F-110DA

OPTION YEAR 2 *(10/01/2018 – 09/30/*2019)

CLIN	Description	GSA Contract Part No.	Unit	Est. Qty.	Unit Price*	Total
2001	**LABOR** (On-site Managed Print Services) *					
2001AA	Device Support Specialist	MPS-DSS-S	HR	1,040	(b)(4)	$0.00*

**NO CHARGE for LABOR provided NRC maintains at least 146 devices under the BPA. Below the 146 quantity, labor rates would apply.*

CLIN	Description	SKU	Equipment Operating Lease Base Price (Discounted)	Total**
2002	**EQUIPMENT** – Per device for 60 month lease			
2002AA	Extra Small B&W: KM bizhub 4050	A6VF011	(b)(4)	(b)(4)
2002AB	Extra Small Color: KM bizhub C3850FS	A72R012		
2002AC	Small B&W: KM bizhub 4050	A6VF011		
2002AD	Small Color: KM bizhub C3850FS	A72R012		

2002AE	Medium B&W: KM bizhub 454e	A61E012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082	(b)(4)	[redacted]	(b)(4)
2002AF	Medium Color: KM bizhub C454e	A5C0012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
2002AG	Large B&W: KM bizhub 554e	A61D012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
2002AH	Large Color: KM bizhub C554e	A5AY012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
2002AI	X-Large B&W: KM bizhub 654e	A5YN018, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
[redacted]					
CLIN	**Description**	**SKU**	**MPS Rate** *(Discounted)*	[redacted]	**Total****

20003	**SUPPLIES AND MAINTENANCE** – Managed Print Services: Per device for 60 month lease				
2003AA	Extra Small B&W: KM bizhub 4050	KM4050MPS Fee	(b)(4)		(b)(4)
2003AB	Extra Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
2003AC	Small B&W: KM bizhub 4050	KM4050MPS Fee			
2003AD	Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
2003AE	Medium B&W: KM bizhub 454e	KM454eMPS Fee			
2003AF	Medium Color: KM bizhub C454e	KMC454eMPS Fee			
2003AG	Large B&W: KM bizhub 554e	KM554eMPS Fee			
2003AH	Large Color: KM bizhub C554e	KMC554eMPS Fee			
2003AI	X-Large B&W: KM bizhub 654e	KM654eMPS Fee			
CLIN	**Description**	**SKU**	**Software Base Price** (Discounted)		**Total****
20004	**SOFTWARE** – Per device for 60 month lease				

2004AA	Nuance AutoStore Base and Processing and Nuance Output Manager Print Management Licenses, per device	07AS004A5M0, 07AS006A5M0, 07OM001A5M0	(b)(4)	[redacted]	(b)(4)
2004AB	Nuance AutoStore Base, Process and Output Manager Maintenance, per device	07AS004M5M5, 07AS006M5M5, 07OM001M5M5			
[redacted]					

**Totals are rounded. Refer to Copier Lease Calculator at: http://www.gsa.gov/portal/getMediaData?mediaId=124310

The contractor shall charge the NRC the GSA BASE PRICE or the price in this price schedule, whichever is lower

BPA NO.: NRC-HQ-10-16-A-0005
GSA Contract No.: GS-03-F-110DA

OPTION YEAR 3 *(10/01/2019 – 09/30/*2020)

CLIN	Description	GSA Contract Part No.	Unit	Est. Qty.	Unit Price*	Total
3001	**LABOR** (On-site Managed Print Services) *					
3001AA	Device Support Specialist	MPS-DSS-S	HR	1,040	(b)(4)	$0.00*
**NO CHARGE for LABOR provided NRC maintains at least 146 devices under the BPA. Below the 146 quantity, labor rates would apply.*						

CLIN	Description	SKU	Equipment Operating Lease Base Price (Discounted)	Total**
3002	**EQUIPMENT** – Per device for 60 month lease			
3002AA	Extra Small B&W: KM bizhub 4050	A6VF011	(b)(4)	(b)(4)
3002AB	Extra Small Color: KM bizhub C3850FS	A72R012		
3002AC	Small B&W: KM bizhub 4050	A6VF011		
3002AD	Small Color: KM bizhub C3850FS	A72R012		

3002AE	Medium B&W: KM bizhub 454e	A61E012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082	(b)(4)	[redacted]	(b)(4)
3002AF	Medium Color: KM bizhub C454e	A5C0012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
3002AG	Large B&W: KM bizhub 554e	A61D012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
3002AH	Large Color: KM bizhub C554e	A5AY012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
3002AI	X-Large B&W: KM bizhub 654e	A5YN018, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
[redacted]					
CLIN	**Description**	**SKU**	**MPS Rate** *(Discounted)*	[redacted]	**Total****

30003	**SUPPLIES AND MAINTENANCE** – Managed Print Services: Per device for 60 month lease				
3003AA	Extra Small B&W: KM bizhub 4050	KM4050MPS Fee	(b)(4)		(b)(4)
3003AB	Extra Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
3003AC	Small B&W: KM bizhub 4050	KM4050MPS Fee			
3003AD	Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
3003AE	Medium B&W: KM bizhub 454e	KM454eMPS Fee			
3003AF	Medium Color: KM bizhub C454e	KMC454eMPS Fee			
3003AG	Large B&W: KM bizhub 554e	KM554eMPS Fee			
3003AH	Large Color: KM bizhub C554e	KMC554eMPS Fee			
3003AI	X-Large B&W: KM bizhub 654e	KM654eMPS Fee			
CLIN	**Description**	**SKU**	**Software Base Price** (Discounted)		**Total****
3004	**SOFTWARE** – Per device for 60 month lease				

3004AA	Nuance AutoStore Base and Processing and Nuance Output Manager Print Management Licenses, per device	07AS004A5M0, 07AS006A5M0, 07OM001A5M0	(b)(4)	[redacted]	(b)(4)
3004AB	Nuance AutoStore Base, Process and Output Manager Maintenance, per device	07AS004M5M5, 07AS006M5M5, 07OM001M5M5			
[redacted]					

**Totals are rounded. Refer to Copier Lease Calculator at: http://www.gsa.gov/portal/getMediaData?mediaId=124310

The contractor shall charge the NRC the GSA BASE PRICE or the price in this price schedule, whichever is lower

OPTION YEAR 4 (10/01/2020 – 09/30/2021)

CLIN	Description	GSA Contract Part No.	Unit	Est. Qty.	Unit Price*	Total
4001	**LABOR** (On-site Managed Print Services) *					
4001AA	Device Support Specialist	MPS-DSS-S	HR	1,040	(b)(4)	$0.00*
**NO CHARGE for LABOR provided NRC maintains at least 146 devices under the BPA. Below the 146 quantity, labor rates would apply.*						

CLIN	Description	SKU	Equipment Operating Lease Base Price (Discounted)	Total**
4002	**EQUIPMENT** – Per device for 60 month lease			
4002AA	Extra Small B&W: KM bizhub 4050	A6VF011	(b)(4)	(b)(4)
4002AB	Extra Small Color: KM bizhub C3850FS	A72R012		
4002AC	Small B&W: KM bizhub 4050	A6VF011		
4002AD	Small Color: KM bizhub C3850FS	A72R012		

4002AE	Medium B&W: KM bizhub 454e	A61E012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082	(b)(4)	[redacted]	(b)(4)
4002AF	Medium Color: KM bizhub C454e	A5C0012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
4002AG	Large B&W: KM bizhub 554e	A61D012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
4002AH	Large Color: KM bizhub C554e	A5AY012, 7640018680, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
4002AI	X-Large B&W: KM bizhub 654e	A5YN018, A3EPWY2, A87JWY1, A3ETW11, 7640008082		[redacted]	
[redacted]					
CLIN	**Description**	**SKU**	**MPS Rate** *(Discounted)*	[redacted]	**Total****

40003	**SUPPLIES AND MAINTENANCE** – Managed Print Services: Per device for 60 month lease				
4003AA	Extra Small B&W: KM bizhub 4050	KM4050MPS Fee	(b)(4)		(b)(4)
4003AB	Extra Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
4003AC	Small B&W: KM bizhub 4050	KM4050MPS Fee			
4003AD	Small Color: KM bizhub C3850FS	KMC3850FSMPS Fee			
4003AE	Medium B&W: KM bizhub 454e	KM454eMPS Fee			
4003AF	Medium Color: KM bizhub C454e	KMC454eMPS Fee			
4003AG	Large B&W: KM bizhub 554e	KM554eMPS Fee			
4003AH	Large Color: KM bizhub C554e	KMC554eMPS Fee			
4003AI	X-Large B&W: KM bizhub 654e	KM654eMPS Fee			
CLIN	**Description**	**SKU**	**Software Base Price** (Discounted)		**Total****
4004	**SOFTWARE** – Per device for 60 month lease				

4004AA	Nuance AutoStore Base and Processing and Nuance Output Manager Print Management Licenses, per device	07AS004A5M0, 07AS006A5M0, 07OM001A5M0	(b)(4)	[redacted]	(b)(4)
4004AB	Nuance AutoStore Base, Process and Output Manager Maintenance, per device	07AS004M5M5, 07AS006M5M5, 07OM001M5M5			
**Totals are Rounded					

The contractor shall charge the NRC the GSA BASE PRICE or the price in this price schedule, whichever is lower.

Refer to GSA Schedule 36 Copier Lease Calculator at: http://www.gsa.gov/portal/getMediaData?mediaId=124310

Terms and Conditions

1. SIN 51-58a must appear on and control each Task Order. Each Task Order is for a 60 month OPL.
2. Partial non-renewal or termination is permitted, provided that a termination charge equal to the amount of the equipment terminated or non-renewed is paid. No termination charges are assessable for non-renewal of the order in full due to non-appropriation IAW SIN 51-58a.
3. Our Lease TCC Schedule 21886 must be incorporated in to the task order. Additional Lease Schedule(s) are to be incorporated, for subsequent orders.
4. Lease rates for Task Orders issued after 12 months from Award, will be based on ABM's GSA Schedule 36 – 60 month rates for SIN 51-58a; however, the Base Price of the equipment will remain in effect for the full term of the BPA.

Leasing Terms and Conditions
1. RISK OF LOSS OR DAMAGE

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless ABM shall undertake such relocation.

2. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

3. STATE AND LOCAL TAXES (52.229-1):

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption. See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by reference.

4. EARLY TERMINATION CHARGES

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) Termination for the Ordering Activity's Convenience.

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and ABM shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

5. TERMINATION FOR NON-APPROPRIATION

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered into under the SINs 51-58/Lease to Own, and 51-58A/ Operating Lease will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

6. LEASE EXPIRATIONS –OPERATING LEASE AND ALL OTHER EQUIPMENT (SIN 51-58A)

Extension of the present lease term is not permitted. Future equipment requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the

equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

SECTION C - Description/Specifications

Statement of Work

C.1 Title of Project

Multi-Functional devices (MFD) Print Management Services at the NRC

C.2 Background

The US Nuclear Regulatory Commission (NRC), is responsible for the protection of the public health and safety in the civilian use of nuclear power and nuclear materials. The Office of Administration (ADM) provides centralized services in the areas of acquisitions, facilities and security, property management, and administrative services including rulemaking and agency directives support, transportation, parking, translations, audiovisual, food services, mail distribution, labor services, furniture, supplies, NUREG publications, graphics, and printing. The Office of the Chief Information Officer (OCIO) manages information and employs information technology to enhance information access and strengthen agency performance. Currently, ADM and OCIO are jointly responsible for providing reliable, maintainable, and accessible and secure printing, scanning, copying and faxing services to support the NRC's business requirements.

NRC is seeking to right size its print, scan and copy fleet for the entire agency. Agency-wide NRC print enterprise consists of 2,574 devices: 1,763 printers, 507 Multifunctional Printers (MFPs), 105 Copiers (Multifunctional capable devices with hard drives removed that are not attached to network), 51 Scanners, and 140 Faxes. Approximately 18% of these devices are networked and 82% are non-networked.

These devices are located in six predominant locations, the NRC headquarters, four regional offices and a technical training center (TTC). NRC headquarters complex is located in Rockville, MD with the majority of the NRC personnel working in the White Flint North office complex, consisting of three (3) buildings: One White Flint North (OWFN), Two White Flint North (TWFN) and Three White Flint North (3WFN). The NRC also operates a warehouse which is located close in proximity to the White Flint north office

complex. The four (4) regional offices are throughout the United States located in King of Prussia, PA (Region I), Atlanta, GA (Regions II), Lisle, IL (Regions III), and Arlington, TX (Region IV), as well as the TTC in Chattanooga, TN.
The NRC initiated an assessment to analyze its fleet of printers, scanners and copiers and identify opportunities to improve the efficiency in using the existing fleet or to transform the way the agency operates. To conduct this assessment, a contract was awarded to PrinTree. The print fleet baseline analysis and assessment project by PrinTree began in August 20, 2014.

PrinTree studied the NRC print fleet using both automated and manual facilities walkthrough data collection methods to discover and catalog every available device; the comprehensive process resulted in a detailed fleet operations output. The objective data collection process produced some of the following findings:

Estimated Monthly Volume B/W Devices

Technology	Qty.	Contractor	Model	B&W Vol.	Color Vol.	Global Vol.
Fax	140	4	12	3,500	0	3,500
MFP	260	7	56	248,885	0	248,885
Printer	1,008	11	126	415,318	0	415,318
Scanner	50	2	11	0	0	0
Other	6	3	5	2,910	0	2,910
Copier	91	2	9	324,897	0	324,897
	1,555	**29**	**219**	**995,510**	**0**	**995,510**

Monthly Volume Color Devices

Technology	Qty.	Contractor	Model	B&W Vol.	Color Vol.	Global Vol.
Printer	757	11	126	581,957	447,230	1,029,187
MFP	247	7	56	70,596	46,764	117,360
Scanner	1	2	11	0	0	0
Copier	14	2	9	87,807	34,716	122,523
	1,019	**22**	**202**	**740,360**	**528,710**	**1,269,070**

- NRC has a workforce comprised of full time employees and contractors totaling 4,432 people.
- NRC currently has a print fleet of approximately 2,574 devices including scanners and faxes.

- Device ratio is 1.7 employees per 1 device.
- Sixty-nine percent (69%) of NRC print fleet are printers.
- MFP and copier usage is underutilized due to sixty-four percent of volume (64%) are done on printers.
- The NRC currently utilizes Konica Minolta devices that were designed with MFP capability but are not connected to the network and have been designated as copiers.

By reducing the number of printers and transferring volume to Multi-Function Devices (MFDs), NRC could potentially reduce its overall printing costs and total cost of ownership (TCO).

C.3 Objective

The objective of this statement of work is to establish a blanket purchase agreement (BPA) that allows NRC the flexibility to procure MFDs through purchase, operating lease, along with comprehensive lifecycle supplies (consumables), service and maintenance, , and Administrative and Managed Print Services (MPS), in support of the NRC Print Management Program. This effort will gradually and incrementally replace the legacy print/copier fleet in a phased approach with new MFDs.

The NRC has different agreements within the NRC headquarters locations, the four regions and the TTC and is looking to consolidate all the agreements into one.

The Government will manage currently owned and leased devices until the end of their lease or life cycle, at which time the contractor shall provide replacements for those devices, as directed by the Government in writing, at which time the Government will specify the MFD volume band required, the device location, and other pertinent details of the new device. The specifications relating to the replacement of devices shall be specified at the individual BPA Call (delivery/task order) level.

The Government will provide the necessary infrastructure to host management software components.

C.4 Scope of Work

The contractor shall provide services in accordance with its General Services Administration (GSA) Blanket Purchase Agreement (BPA) under the contractor's GSA Office Imaging and Document Solutions Federal Supply Schedule 36. The scope of services spans the following areas:

1) Equipment: The contractor shall deliver and install the MFDs in the quantity and at the location through purchase, operating lease, for the locations listed in Section C.2 of the SOW designated in each task order. Each unique MFD model shall meet security, performance and functional standards as defined by this statement of work. MFD models deployed must be the same as those tested including all peripherals and attachments that include, but are not limited to, keyboards, touch screens, PIV readers, and finishers.

2) Maintenance: The contractor shall provide on-site maintenance and repair services on all devices so that machines are in a fully functional state, meeting all technical requirements of this BPA.

3) Consumables: The contractor shall provide onsite replacement of toner, staples, and other consumable items excluding paper at NRC Headquarters as needed to ensure continuous operation of MFDs. The contractor shall proactively supply consumables to the NRC regional offices, which will support the Regional offices and associated RISE sites, and the consumables will be replaced by the regional IT staff."

4) Administration: The contractor shall provide a secure web-based management console that allows central reporting and real-time comprehensive monitoring of MFD information that includes, but is not limited to, audit logging, meter reads, billing, serial numbers, and up-time calculations. It must also provide a variety of alert functions including toner, paper, and on-line status. The method deployed must allow the option for remote management of all locations listed in Section C.2 to order supplies for machines, request service, display service history and response time and have the ability to produce reports tailored to meet requirements. All monitoring and management software tools will remain within the production operation environment.

   The Contractor shall provide a Project Manager (PM) who shall be designated as "key personnel" and shall be responsible for all work performed. The PM shall be a single point of contact for the Contracting Officer (CO) and Contracting Officer's Representative (COR). The Contractor PM shall ensure all Contractor employees and subcontractor employees or any designated representative are aware of relevant NRC rules, regulations, and safety and work practices. All on-site personnel will be subject to a Personnel Security background investigation and be required to use a badge for physical and logical access. The contractor shall interact with other agency vendors.

   The contractor may also recommend implementing additional solutions that may result in a reduction of print volume for the agency, such as rule based printing and document capture.

5) The contractor shall provide all software required to manage the MFD's and install and maintain centrally managed print devices and implement a secure follow-me printing solution. The Government will provide the necessary infrastructure to host management software components.

6) Managed Print Services: Provide a comprehensive fleet management plan and make recommendations to manage full lifecycle of devices including maintenance and use of consumables. As an available option, the contractor shall provide services required to manage imaging output in order to reduce the total cost of ownership. Services may include printing, scanning, copying devices in a system that monitors and reports status, needs and usage trends on a regular basis. The plan should include a method for managing device distribution of under/over-utilized devices based on usage data. The contractor may also recommend implementing additional solutions that may result in a reduction of print volume for the agency.

C.4.1 Device Requirements

The contractor shall deliver and install on the NRC's network MFDs in the following bands, based on a combination of anticipated monthly capacity and minimum copy speed for both color and black and white, as ordered by the CO or the CO's authorized designee (i.e., COR) in writing during the task order period of performance. The majority of the devices will be installed on NRC's network. However, the NRC may need a limited number of non-networked devices and all devices shall be capable of being networked.

Device Type	Monthly Volume Estimate Per Device	NRC DESIRED Minimum Speed for Copy and Print	NRC DESIRED Minimum Scan Speed	REQUIRED Maximum System Dimensions including attachments and trays extended (W x D x H)
X-Small B&W (tabletop)	5,000	30 ppm	40 ppm	22" x 28" x 28"
X-Small Color (tabletop)	5,000	30 ppm	40 ppm	23" x 22" x 26"
Small B&W (tabletop)	5,000	30 ppm	40 ppm	34" x 28" x 28"
Small Color (tabletop)	5,000	30 ppm	40 ppm	34" x 28" x 28"
Medium B&W	10,000	40 ppm	50 ppm	50" x 31" x 50"

Medium Color	10,000	40 ppm	50 ppm	50” x 31” x 50”
Large B&W	15,000	50 ppm	80 ppm	66” x 32” x 50”
Large Color	15,000	50 ppm	80 ppm	66” x 32” x 50”
X-Large B&W	50,000	60 ppm	80 ppm	Vendor recommended

Total Volume Pool will be based on the number of devices

The Contractor shall provide multifunction imaging devices (MFDs) and ancillary products with the specifications set forth in this SOW. These specifications represent the base configuration that must be applied to all MFDs under this BPA requirement. Minimum specifications for each device type are as follows:

- All devices must be tested and approved on the NRC network
- X-Small tabletop devices must have a base that fits on a surface measuring 21” deep
- Small tabletop devices must have a base that fits on a surface measuring 23” deep
- Ability to network print, scan, and copy
- Standard Print/Scan Screen Controller (keypad or touch screen) operation panel
- Tilt control panel that is at a minimum 8.4” Full Color High Resolution TFT in order to have the ability to adjust the control panel. A tilt panel is required for all devices except desktop models
- Full size keyboard
- PIV reader for each device - capability for user authentication from Homeland Security Presidential Directive 12 (HSPD-12) card readers, Common Access Card/Public Key Infrastructure (CAC/PKI), and user login and password and authentication (LDAP and Active Directory compatibility)
- Must be Energy Star compliant
- Self-diagnostic system that indicates at a minimum, the following conditions: maintenance needs, toner needs, paper needs and paper jams
- Adjustable paper trays (minimum of two that are user changeable)
- User changeable consumables for all consumable items
- Automatic Document Feeder (ADF) that supports at least 100 sheets duplex
- Automatic duplex; must be capable of fully automatic duplexing (two-sided copying and scanning) from 8.5”x11’ through 8.5” x 14” size paper, the ability to duplex 11”x17” shall be provided as an option, when available. In addition, Medium and Large units shall include 11”X17” fully automatic duplexing.
- Equipment shall process, copy, scan, and print different jobs simultaneously via independent subsystems and/or process with minimal impact on other ongoing functions to ensure MFD continues to meet minimum SOW requirements (e.g. speed, etc.)

- Ability to perform all functions with recycled paper without experiencing failure rates or errors outside the normal range of operation
- Ability to obtain usage counters from web interface
- Ability to delay print
- Ability to use memory to "scan once – print many"
- Support scan file formats including: TIFF, PDF (including searchable PDF at a minimum), Compact, JPEG, XPS, Compact XPS
- Text, Text-Photo, Photo, MAP, Dot Matrix Copy Exposure Modes
- Scan to destination, Email, FTP, HDD, Network TWAIN
- Scan resolution of 300 dpi
- Scan speed
- Scan speed with concurrent OCR
- Confirmation page for scan
- Medium, large, and X-large units must be capable of 2 and 3 hole punch while meeting the minimum copy, print and scan speeds

Note that the NRC currently has a Mobile Computing program that includes Bring Your Own Device and government furnished Android and iOS devices. The NRC expects to provide the ability to print from these mobile devices in the near future. The contractor shall provide MFDs capable of supporting mobile printing.

C.4.2 Equipment Moving and Reinstallation Requirements

The Contractor shall move and reinstall equipment as requested by the COR. Moves could be within the places of performance addressed in Section C.2.
The NRC is requesting a relocation pool based on the number of installed MFD's, assuming two relocations per device throughout the entire period of performance. For example, if the NRC were to order 1,000 devices, the NRC would have a pool of 2,000 free relocations, which could be used for any devices throughout the period of performance of the BPA and BPA Calls.

The NRC HQ campus consists of three buildings that are co-located and the relocation could be between these buildings. The quoter shall provide a price quote for each additional move exceed beyond the pool # for each year. The RISE sites are excluded from this pool.

The NRC would have the option to have Government IT staff personnel move the devices.

C.4.3 Security Requirements

All devices and accompanying software must comply with Federal and NRC security requirements. (Refer to Section J for List of ATTACHMENTS to this BPA)

In order to obtain access to NRC's network, the contractor must comply with all applicable security policies or procedures. The contractor shall ensure compliance in performing duties referenced in Section C.4.

Authentication/Password and document tracking:

- The ability to enforce user authentication for all tasks initiated at the device. The following Secure Print certificate-based authentication capabilities shall be available:
    - All devices connected to the network shall support the use of the NRC issued Personal Identification Verification (PIV) for all functions to include controlled release of the device for walk-up copying and scanning
    - Capability for user authentication from Homeland Security Presidential Directive 12 (HSPD-12) card readers, and user login and password and authentication (LDAP and Active Directory compatibility)
- Job status viewable from end-user PC, Print Server, and MFD

Hard Drive/Encryption/Firewall:

- For all MFDs containing hard drives, security data kits provided must be an available option on all models providing capability for data overwrite and control of user access; the data overwrite function shall have the ability to purge all images retained at the buffer cache/RAM level
- The ability to remove the hard drives to be retained by the NRC for destruction at the end of the product's useful life or upon the end of the lease/contract
- Ability to encrypt all inbound/outbound communication with the device for printing, scanning or remote management using SSL/TSL and IPSEC encryption

Enable/Disable features:

- The ability to enable/disable any protocol as needed (i.e. all ports/network protocols, USB ports, etc.)
- Pre-configured to prohibit all network fax capabilities (i.e. disable feature on every device if using a shared resource). Fax and LAN communications cards should be physically separated from each other. The MFD shall have the capability to perform this function. However, depending on the outcome of the security review, the NRC may require that this function be enabled or disabled.

- NRC IT staff must have the ability to administer and configure devices (includes the ability to disable scan to email or print services as required)

The Contractor shall provide the necessary equipment or expertise to complete security testing and integration into the existing environment during the evaluation process. Configurations and settings will be determined collaboratively between NRC and the contractor, on a case-by-case basis, based on mission requirements and efficiency best practices.

All devices delivered under the BPA shall have the capability to track all jobs (installation, repairs, service, etc.). These job logs shall be accessible only to authorized personnel.
The contractor shall obtain and maintain all the documentation necessary for performance under this BPA in accordance with applicable NRC guidelines, including Configuration Management Standards and Practices, and local policy guidance. The contractor shall provide any specific documentation requests, including applicable standards, known to the COR on an as-needed basis.

C.4.4 Maintenance and Consumables Requirements

The contractor shall maintain devices in a fully functional state, meeting all technical requirements of the BPA. The contractor shall provide maintenance and repair services to all devices that, at a minimum, includes installation, IT and operational troubleshooting, service orders, preventative maintenance, repairs, including parts and labor, and network connectivity guidance throughout the term of each device.

The contractor shall provide all consumable supplies, excluding paper and transparencies, necessary for continuous operation of the devices throughout the term of each device. The contractor shall proactively replenish supplies.

C.4.5 Section 508 Requirements

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established electronic and information technology accessibility standards for the federal government. Section 508(a)(1) requires that when federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a federal department or agency. For more information see http://www.section508.gov/.

Multifunction Machines and Driver Software delivered and any product replacements contemplated will be accepted based in part on satisfaction of identified Section 508 requirements for accessibility and 508 complaint standards listed in section C.4.5.1. Also, the Government reserves the right to conduct hands-on testing of deliverables to validate contractor 508 compliance claims.

C.4.5.1 Section 508 Requirements for MFD Deliverables

The following standards are applicable to this contract/order:

- For MFDs
  - Subpart B – Technical Standards
    - Telecommunications Products (1194.23)(k)(1)-(k)(4)
    - Self-Contained, Closed Products (1194.25)
    - Desktop and Portable Computers (1194.26)(d)
  - Subpart C – Functional Performance Criteria
    - Functional Performance Criteria (1194.31)
  - Subpart D – Information, Documentation, and Support
    - Information, Documentation, and Support (1194.41)
- For driver software:
  - Subpart B – Technical Standards
    - Software Applications and Operating Systems (1194.21)
  - Subpart C – Functional Performance Criteria
    - Functional Performance Criteria (1194.31)
  - Subpart D – Information, Documentation, and Support
    - Information, Documentation, and Support (1194.41)

C.4.5.2 Web Application Deliverable

The following standards are applicable to this contract/order:

- Subpart B – Technical Standards
  - Software Applications and Operating Systems (1194.21) – if a browser plug-in is required.
  - Web-based Intranet and Internet Information and Applications (1194.22)
- Subpart C – Functional Performance Criteria
  - Functional Performance Criteria (1194.31)
- Subpart D – Information, Documentation, and Support
  - Information, Documentation, and Support (1194.41)

C.4.6 Training

The contractor shall provide electronic or video training, detailed reference guides for each device, as well as one on-site training session per location (HQ, all four regions, and TTC) to include device and management software. The training session should take place after installation and acceptance by the NRC (date and time to be coordinated with the NRC Contracting Officer Representative).

C.4.7 Managed Print Services

As an available option, the contractor shall provide services required to manage imaging output in order to reduce the total cost of ownership. Services may include printing, scanning, copying devices in a system that monitors and reports status, needs and usage trends on a regular basis. Services may include but are not limited to creating a business plan solution that incorporates recommendations for each existing piece of equipment (including removing, retirement, recycling, and disposal). The plan may take into account the usage and floor plan of the equipment. The contractor may also recommend implementing additional solutions that may result in a reduction of print volume for the agency.

C.5 Performance Standards

Listed below are minimum MFD performance standards unless different performance standards are specified by the Government at the individual BPA Call (Task order) level

Performance Standards

Performance Requirement	Method of Surveillance	Acceptable Quality Level/Standard	Incentive/Disincentive
Delivery and installation: The contractor shall deliver and install MFDs in the quantity and at the location ordered no later than 4 weeks after receipt of order (ARO) OR the date agreed upon in advance by the recipient.	COR will verify delivery and successful installation with key operators or other Agency receiving personnel.	Delivery and installation is completed on or before 4 weeks ARO OR the date agreed upon in advance by contractor and the recipient.	**Disincentive:** For every day after the 4 week ARO OR the date agreed upon in advance and in writing by the contractor and recipient there will be a 1% reduction applied to the total monthly unit price for each MFD the order up to a maximum of 20% per month.
Up-time: The contractor shall maintain machines in a fully functional state, meeting all technical requirements of the BPA and the task order.	COR will monitor history reports provided by vendor of down machines electronically. Report will specify down time by device.	Each device installed in the Washington DC metropolitan area will have a monthly uptime of 95%. Devices installed in all other locations shall have a monthly uptime of 90%. The effectiveness level for the device is computed using this formula: 1 – [total number of hours downtime / total productive time in the month]. Total productive time shall be computed by multiplying eight hours per day by the number of working days in the month (weekends and federal holidays excluded).	The Contractor shall replace any leased MFD that operates at less than the required up-time for two (2) consecutive months with an MFD of equal or greater capabilities at no cost to the ordering activity.
Consumables: Contractor shall provide all consumable supplies, excluding paper and transparencies, necessary for the continuous operation of the devices throughout the duration of the task order or consumable agreement.	COR will monitor consumables in the contractor's management solution, which will provide automatic out of stock notifications.	The contractor shall proactively replenish supplies without notification by the COR.	**Disincentive:** The contractor shall ensure consumables are continuously replaced. Upon not meeting a standard 4 hour replacement schedule, the contractor will be assessed a deduction of 1% off the unit price of the consumable each business day until consumables are replaced.
Response Time in Headquarters, TTC, and Regional Offices: The contractor shall provide maintenance and repair service to all devices that, at a minimum, includes installation; IT and operational troubleshooting; service orders; preventive maintenance; repairs, including parts and labor; and network connectivity troubleshooting and remediation throughout the term of each device.	COR will verify contractor-reported response times with key operators to verify responsiveness and effective repair/replace.	For service/repair orders placed by the ordering activity, the contractor shall dispatch a technician within **four (4)** business hours to respond to all leased/purchased devices requiring onsite service. Response time on a service order begins when the order, if placed by phone, is received by the Contractor. Service orders that are received after normal business hours *(8 a.m. – 5 p.m. local time of the service location)* of operation shall begin promptly the following business day at 8 a.m.	**Disincentive:** Upon not meeting the standard response time, the contractor will be assessed $10 per hour up to a maximum of $50 per business day until the technician arrives onsite. After determining that an MFD cannot be repaired, the Contractor shall provide a temporary device of equal or greater capabilities within two (2) business days at no additional cost to the ordering activity. After the service order is completed, the service technician shall notify the COR whether or not service was completed satisfactory. If the original MFD is not repaired within fourteen (14) calendar days, the Contractor shall provide a permanent replacement MFD of equal or superior features and capabilities.

C.6 Reporting Requirements

Refer to the BPA and/or BPA Call SOW for details.

C.7 Place of Performance

U.S. NRC Headquarters
11555 Rockville Pike or
11545 Rockville Pike,
Rockville, MD 20852

U.S. NRC Headquarters (3WFN)
11601 Landsdown Street
North Bethesda, MD 20852

U.S. NRC, **TTC**
Osborne Office Center 5746 Marlin Road, Suite 200.
Chattanooga, TN 37411- 5677

U.S. NRC **Region I**
2100 Renaissance Blvd., Suite 100.
King of Prussia PA 19406-2713

U.S. NRC **Region II**
Marquis One Tower 245 Peachtree Center Avenue N.E.,
Suite 1200. Atlanta, GA 30303

U.S. NRC **Region III**
801 Warrenville Road,
Lisle IL 60532

U.S. NRC **Region IV**
1600 East Lamar Boulevard
Arlington, Texas 76011-4511.

SECTION D - Packaging and Marking

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: may be specified by the NRC in the individual BPA calls/orders.

SECTION E - Inspection and Acceptance

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.

Deliverables will be specified in the individual orders.

SECTION F - Deliveries or Performance

BPA PERIOD OF PERFORMANCE

This BPA is estimated commence on **10/1/2016** and expire on **9/30/2017** plus (4) four one-year option periods and FAR 52.217-8 (Option to extend services) or upon the expiration of the Contractor's FSS contract, whichever is earlier. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See FAR 52.216-18 - Ordering)

NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor to:

a. Name: Jennifer Kuk (1 Electronic Copy)
   Contracting Officer's Representative (COR)
   Email Address: Jennifer.Kuk@nrc.gov

b. Name: Heriberto Colón, Jr. (1 Electronic Copy)
   Contract Specialist (CS)
   Email Address: Heriberto.Colon@nrc.gov

NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT

The Period of Performance (POP) for this requirement may extend beyond the Offeror's 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.

SECTION G - Contract Administration Data

NRCG20 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.

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.

SECTION H - Special Contract Requirements

2052.204-70 SECURITY (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public.

The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the

activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to

the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so

directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the Contracting Officer's Representative and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact;

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

2052.211-72 FINANCIAL STATUS REPORT (OCT 1999) - ALTERNATE I (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the Contracting Officer's Representative and the Contracting Officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at $50,000 or more. Whenever these types of changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following information for each discrete task:

(a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract/task order.

(h) Property status:

(1) List property acquired for the project during the month with an acquisition cost between $500 and $49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of $50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of $50,000 or more showing the information specified in paragraph (i) (3) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Project Manager

*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this sectio*n.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1999)

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

Name: Jennifer Kuk COR)
Email Address: Jennifer.Kuk@nrc.gov
Telephone Number: 301-415-7015

(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 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 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 COR 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 COR'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 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 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.

2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for quote. When a requirement within the scope of work for this contract is identified, the contracting officer may transmit to the contractor a Task Order Request for Quote (TORFQ) which may include the following, as appropriate:

(1) Scope of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance - place of performance;

(4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFQ, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFQ technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFQ.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds $100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

(1) Statement of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

(6) Total task order amount including any fixed fee.

2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order subject only to the monetary limitation established by the contracting officer and the terms and conditions of the BPA.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE ALTERNATE I (NOV 2011)

(a) Definition. “Small business concern,” as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50

percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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.

NRCH390 NRC INFORMATION TECHNOLOGY SECURITY

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at http://www.internal.nrc.gov/ADM/OEP.pdf. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative (COR) shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

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.

NRCH330 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB.pdf or use NRC's external Web-based ADAMS at http://wba.nrc.gov:8080/ves/ (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at http://wba.nrc.gov:8080/ves/ (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter.

Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

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.

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 annually. 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.

NRCH340 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN ESPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to

cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed, positive drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: http://www.nrc.gov/reading-rm/foia/privacy-systems.html

SECTION I - Contract Clauses

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 at least 15 days before the BPA expires.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract (BPA) by written notice to the Contractor anytime during the period of performance of the BPA; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended BPA shall be considered to include this option clause.

(c) The total duration of this BPA, including the exercise of any options under this clause, shall not exceed 5 years.

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment No.	Description	# of Pages
1.	Billing Instructions	11
2.	NRC Form 187	2 (Excl. Instructions)
3.	MFD Security Req. Overview	9
4.	MFD Configuration Std.	4

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JAN 2015)

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.

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).

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.

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/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN)).

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 Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, 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 FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

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.

BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)

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 reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims 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 vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: 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).

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

Frequency: The contractor shall submit claims for reimbursement 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 detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or “EXPIRATION VOUCHER".

Final invoices/vouchers 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 Time-and-Materials/Labor-Hour Type Contracts.

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. 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 Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, 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 FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

c. 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/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN)).

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 costs were incurred and for which reimbursement is requested.

i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

j. Property. For contractor acquired property, list each item with an initial acquisition cost of $50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

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. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

Labor Category	Hours Billed	Burdened Hourly Rate	Total	Cumulative Hours Billed

(2) Contractor-acquired property ($50,000 or more). List each item costing $50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under $50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at $1,000 or more separately. Provide the item number for each piece of equipment valued at $1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

Start Date		Destination		Costs
From	To	From	To	$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from_____through_____.

			Amount Billed	
			Current Period	Cumulative
(a)	**Direct Costs**			
	(1)	Direct burdened labor	$_____	$_____
	(2)	Government property ($50,000 or more)	$_____	$_____
	(3)	Government property, Materials, and Supplies (under $50,000 per item)	$_____	$_____
	(4)	Materials Handling Fee	$_____	$_____
	(5)	Consultants Fee	$_____	$_____
	(6)	Travel	$_____	$_____
	(7)	Subcontracts	$_____	$_____
		Total Direct Costs:	**$_____**	**$_____**
(b)	**Total Amount Billed**		**$_____**	**$_____**
(c)	**Adjustments** (+/-)		**$_____**	**$_____**
(d)	**Grand Total**		**$_____**	**$_____**

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - $4,800

Labor Category	Hours Billed	Burdened Rate	Total	Cumulative Hours Billed
Senior Engineer I	100	$28.00	$2,800	975
Engineer	50	$20.00	$1,000	465
Computer Analyst	100	$10.00	$1,000	320
			$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property ($50,000 or more) - $60,000

Prototype Spectrometer - item number 1000-01 = $60,000

3) Government-furnished and contractor-acquired property (under $50,000), Materials, and Supplies - $2,000

10 Radon tubes @ $110.00	=	$1,100
6 Pairs Electrostatic gloves @ $150.00	=	$ 900
		$2,000

4) Materials Handling Fee - $40

(2% of $2,000 in item #3)

5) Consultants' Fee - $100

Dr. Carney - 1 hour fully-burdened @ $100 = $100

6) Travel - $2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ $300 per r/t ticket)

Start Date	End Date	Days	From	To	Cost
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	$300

(ii) Per Diem: $136/day x 15 days = $2,040

7) Subcontracting - $30,000

Company A	= $10,000
Company B	= $20,000
	$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	$99,580
Adjustments (+/-)	- 0
Grand Total	$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

MULTIFUNCTION DEVICE AND NETWORK PRINTERS SECURITY TECHNICAL IMPLEMENTATION GUIDE (STIG) OVERVIEW

Version 2, Release 7

23 October 2015

Developed by DISA for the DoD

Trademark Information

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1. INTRODUCTION

1.1 Executive Summary

The Multifunctional Devices (MFDs) and Network Printers Security Technical Implementation Guide (STIG) provides the technical security policies, requirements, and implementation details for applying security concepts to MFDs, network-attached printers, and digital sender technologies.
Although MFDs often include fax services, network fax servers are outside the scope of this document. The MFD checklist is meant for use in conjunction with the Network Infrastructure and appropriate operating system (OS) STIGs.

1.2 Authority

DoD Instruction (DoDI) 8500.01 requires that "all IT that receives, processes, stores, displays, or transmits DoD information will be […] configured […] consistent with applicable DoD cybersecurity policies, standards, and architectures" and tasks that Defense Information Systems Agency (DISA) "develops and maintains control correlation identifiers (CCIs), security requirements guides (SRGs), security technical implementation guides (STIGs), and mobile code risk categories and usage guides that implement and are consistent with DoD cybersecurity policies, standards, architectures, security controls, and validation procedures, with the support of the NSA/CSS, using input from stakeholders, and using automation whenever possible." This document is provided under the authority of DoDI 8500.01.

Although the use of the principles and guidelines in these SRGs/STIGs provide an environment that contributes to the security requirements of DoD systems, applicable NIST SP 800-53 cybersecurity controls need to be applied to all systems and architectures based on the Committee on National Security Systems (CNSS) Instruction (CNSSI) 1253.

1.3 Vulnerability Severity Category Code Definitions

Severity Category Codes (referred to as CAT) are a measure of vulnerabilities used to assess a facility or system security posture. Each security policy specified in this document is assigned a Severity Category Code of CAT I, II, or III.

Table 1-1: Vulnerability Severity Category Code Definitions

	DISA Category Code Guidelines
CAT I	Any vulnerability, the exploitation of which will, **directly and immediately** result in loss of Confidentiality, Availability, or Integrity.
CAT II	Any vulnerability, the exploitation of which **has a potential** to result in loss of Confidentiality, Availability, or Integrity.
CAT III	Any vulnerability, the existence of which **degrades measures** to protect against loss of Confidentiality, Availability, or Integrity.

1.4 STIG Distribution Multifunction Device and Network Printers

Parties within the DoD and Federal Government's computing environments can obtain the applicable STIG from the Information Assurance Support Environment (IASE) website. This site contains the latest copies of any STIGs, SRGs, and other related security information. The address for the IASE site is http://iase.disa.mil/.

1.5 Document Revisions

Comments or proposed revisions to this document should be sent via email to the following address: disa.stig_spt@mail.mil. DISA will coordinate all change requests with the relevant DoD organizations before inclusion in this document. Approved changes will be made in accordance with the DISA maintenance release schedule.

1.6 Other Considerations

DISA accepts no liability for the consequences of applying specific configuration settings made on the basis of the SRGs/STIGs. It must be noted that the configurations settings specified should be evaluated in a local, representative test environment before implementation in a production environment, especially within large user populations. The extensive variety of environments makes it impossible to test these configuration settings for all potential software configurations.

For some production environments, failure to test before implementation may lead to a loss of required functionality. Evaluating the risks and benefits to a system's particular circumstances and requirements is the system owner's responsibility. The evaluated risks resulting from not applying specified configuration settings must be approved by the responsible Authorizing Official. Furthermore, DISA implies no warranty that the application of all specified configurations will make a system 100% secure.

Security guidance is provided for the Department of Defense. While other agencies and organizations are free to use it, care must be given to ensure that all applicable security guidance is applied both at the device-hardening level as well as the architectural level due to the fact that some of the settings may not be able to be configured in environments outside the DoD architecture.

2. CONCEPTS AND TERMINOLOGY CONVENTIONS

2.1 Introduction

The purpose of this section is to discuss the general principles involved in security network-attached MFDs, digital senders, and network printers. MFDs provide printing, copying, faxing, and scanning services from a single network-accessible device. This consolidation of services into one device saves both space and money. Similar to computers, MFDs and many network printers include an operating system (usually embedded) and network connectivity. These devices also can use similar network protocols, such as File Transfer Protocol (FTP), telnet, Hyper Text Transport Protocol Secure (HTTPS), Simple Mail Transfer Protocol (SMTP) and Simple Network Management Protocol (SNMP). MFDs may also have a connection to a phone line for fax functionality. As more functionality has been added to these devices, the security vulnerabilities and risk to organizational data are becoming similar to those of other network clients.

The following are a minimum set of features that are required on each device to support security policy and risk mitigation. Devices must have the capability to:

- Update the firmware.
- Disable unneeded services, protocols, and features.
- Restrict access to the device based on IP address.
- Allow setting and changing of the authentication information (e.g., passwords and community strings) for all management services.
- Prevent unauthorized physical access to the hard drive using either a locking mechanism or other physical access control measure.
- Implement authenticated access to management controls, allowing access to authorized administrators based on privilege assignments.
- Enable and configure audit logging (Syslog capability preferred).

2.2 Management Services

As the name implies, management services are the services used by the device to allow administrative access to configure and monitor the device. FTP, SSH, HTTP, HTTPS, SMTP, BOOTP, DHCP, and SNMP are the most common services. Like their server counterparts, there is a potential for unauthorized access or compromise through these services.

In most cases, FTP and SSH are not needed except for the occasional firmware upgrade. HTTP and HTTPS are used to remotely manage the device through an embedded web server. DHCP is disabled because the device will have a dedicated IP. SMTP is used to inform system administrators of critical errors (low toner, paper jams, and low paper). SNMP is used for network monitoring. HTTPS is used instead of HTTP and SNMPv3 is preferred over earlier versions.

The default passwords or community strings on these services are replaced with a complex password, and all unneeded services are disabled. Unless using HTTPS or SNMPv3, services

needed for firmware upgrades or device configurations are enabled only when needed. All other management services (e.g., Dynamic Host Configuration Protocol [DHCP], SMTP, Bootstrap Protocol [BOOTP], etc.) are disabled at all other times.

It is recommended that all MFDs and printers be placed on a dedicated network segment or virtual local area network (VLAN) with a discretionary access list to limit access to IPs of the print spoolers and System Administrators. With this configuration, users will not be able to directly access the devices but rely on print spoolers and the additional security they provide.

If a device does not allow a compliant configuration (i.e., does not support disabling services, resetting passwords, updating firmware, passwords, and configuration, is lost after shutdown (older printers), IP restrictions, or any other requirement related to device configuration, the vulnerability will be mitigated by at least one of the following:

- Replace the print server with another internal or external print server that allows a compliant configuration.
- Place the device behind a switch, router or firewall allowing a discretionary access list to block all traffic to the device except the traffic coming from the print spooler and System Administrators IP.

2.3 Network Printing Services

2.3.1 Network Protocols

Printers offer many options for network and printing protocols, depending on the needs of the network environment. However, the use of TCP/IP is required in DoD. MFDs and network printers must be configured using a static IP address. All unnecessary or unauthorized protocols, functions, and services must be disabled to prevent exploitation. Since some vendor firmware upgrades or maintenance actions may re-enable these services, it may be necessary to periodically verify these services have remained disabled.

Most modern MFDs and printers are capable of employing a number of print services to include: Port 9100, line printer daemon (LPD), Internet Printing Protocol (IPP), and FTP. In most cases, only Port 9100 or LPD is necessary. For Windows-based systems that use a print spooler, use Port 9100 only. UNIX, Linux, and Mainframe systems use LPD (port 515). Where both Windows and non-Windows clients need services from the same device, both Port 9100 and LPD may be enabled.

2.4 Fax Services

The MFD often includes traditional fax services where the fax is delivered and printed or held at the device itself. However, fax servers are not within the scope of the MFD guidance at this time. Fax servers are devices or applications that enable users to send, receive, and manage documents directly from desktop, email, and other business applications.

2.5 Physical Security

MFDs and printers share many of the same security concerns as network servers. However, unlike network servers, printers are installed in the general work spaces rather than in a secured server room. Lowering the risk of tampering and unauthorized physical access is imperative. If the device has a hard disk, the device must employ a physical or logical method of security to protect the hard drive from unauthorized access. Access to the device's configuration and management functions from the console must be secured against access by non-privileged or unauthorized individuals. For repairs to the device by a vendor, the controls may be relaxed then put in place after repair. Print, scan, copy, and fax jobs must be secured against unauthorized access and deleted when no longer needed. Securing network printing devices will minimize the loss of confidential data recovered in the event the hard drive is stolen or the printer is otherwise compromised.

Nuclear Regulatory Commission
Computer Security Office
Computer Security Standard

Office Instruction:	**CSO-STD-1205**
Office Instruction Title:	**Network Multi-Function Device and Printer Configuration Standard**
Revision Number:	**1**
Effective Date:	**March 31, 2010**
Primary Contacts:	**Kathy Lyons-Burke, SITSO**
Responsible Organization:	**CSO/PST**
Summary of Changes:	CSO-STD-1205, "Network Multi-Function Device (MFD) and Printer Configuration Standard," provides standards for acceptable configurations for MFDs and printers connected to an NRC network.
Training:	As requested
ADAMS Accession No.:	ML100280385

Concurrences

Primary Office Owner	Policy, Standards, and Training		
Responsible SITSO	Kathy Lyons-Burke		**Date of Concurrence**
Directors	CSO	Pat Howard	
	PST	Kathy Lyons-Burke	
	FCOT	Paul Ricketts	
	CSA	Thorne Graham	

Computer Security Standard
CSO-STD-1205

Network Multi-Function Device and Printer Configuration Standard

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1 PURPOSE

The purpose of CSO-STD-1205, "Network Multi-Function Device and Printer Configuration Standard," is to provide standards for the configuration of Multi-Function Devices (MFDs) and printers connected to an NRC network used to protect information and information systems.

2 GENERAL REQUIREMENTS

This document applies to all use of multi-function devices and printers connected to the NRC network. All Multi-function devices that are owned, managed, and/or operated by the NRC or by other parties on behalf of the NRC must comply with this standard as a minimum set of controls. Additional controls may be required after a system risk analysis is completed.

There may be circumstances where a specific configuration requirement cannot be met due to business reasons. Implementations that do not meet this minimum configuration standard must go through the exception/waiver process to obtain an approval to operate prior to being placed into operation or into the operational environment.

All multi-function devices and printers connected to an NRC network must comply with the latest Defense Information Systems Agency (DISA) "Multi-Function Device and Printer Checklist for Sharing Peripherals Across the Network" Security Technical Implementation Guide (STIG) as modified by this document. Where the NRC controls are the same as the DISA specified controls, the Gold disk can be used to check compliance. Exceptions to this standard must be obtained via CSO-PROS-0001, Deviation/Waiver Process and if approved, they must be documented and monitored regularly for security issues.

3 SPECIFIC REQUIREMENTS

The following configurations settings are required to secure network MFDs and printers.

3.1 MFD Configuration Settings – DISA Exceptions

This section provides the configuration settings that differ from the DISA "Multi-Function Device and Printer Checklist for Sharing Peripherals Across the Network" STIG. NRC multi-function devices must be configured to conform to the DISA checklist as modified by the settings provided in this section.

The table below contains the following fields:

- Step: The unique identifier of this configuration item within this standard
- STIG ID: DISA Secure Technical Implementation Guide (STIG) identifier number for this configuration item
- Setting Name: The configuration item or issue

- Setting/Action: The NRC setting for this configuration item
- Rationale for Deviating from the DISA STIG: The reason for NRC's deviation from the DISA STIG

Step	STIG ID	Setting Name	Setting/Action	Rationale for Deviating from the DISA STIG
1.	MFD01.003	MFD/Printer Firewall/Router Rule Perimeter	A firewall or router rule is established to block all ingress and egress traffic from the enclave perimeter to the MFD or printer. A separate VLAN is configured to support the MFD and the route is configured to restrict VLAN access to a server that accepts only internal IP address within the NRC.	**Facilitates limited email distribution capabilities to internal NRC Users.**
2.	MFD04.001	MFD Restrict Jobs only From Print Spooler	MFDs and printers are configured to restrict jobs to only print spoolers, not directly from users MFD is placed in a separate VLAN as noted in MFD01.003	**Restricts the MFD to only accepting jobs from print spoolers that authenticate the user and log the job.** **Note: This prevents possible denial of service being created by the MFD and restricts the device accepting print jobs from unauthorized users.**

CSO-STD-1205 Change History

Date	Version	Description of Changes	Method Used to Announce & Distribute	Training
24-Feb-10	1.0	Initial Release	CSO web page and notification of ISSO forum	