

|   |   |                             |  |  |   |   |   |
|---|---|-----------------------------|--|--|---|---|---|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>   |   |                             |  | 1. REQUISITION NUMBER<br>OCIO-18-0061  |   | PAGE OF<br>1 12   |   |
| 2. CONTRACT NO.<br>NNG15SC89B   |   | 3. AWARD/<br>EFFECTIVE DATE | 4. ORDER NUMBER<br>31310018F0024   |  | 5. SOLICITATION NUMBER<br>31310018Q0030   |   | 6. SOLICITATION<br>ISSUE DATE<br>01/25/2018 |
| 7. <b>FOR SOLICITATION<br/>INFORMATION CALL:</b>  |   | a. NAME<br>MARK LOHRMANN    |  |  | b. TELEPHONE NUMBER<br>(No collect calls)<br>301-415-7963   |   | 8. OFFER DUE DATE/LOCAL TIME                |
| 9. ISSUED BY<br>US NRC - HQ<br>ACQUISITION MANAGEMENT DIVISION<br>MAIL STOP TWFN-8E06M<br>WASHINGTON DC 20555-0001  |   |                             | CODE<br>NRCHQ  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR:<br><input checked="" type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8(A)<br>NAICS: 541519<br>SIZE STANDARD: \$150. |   |   |   |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |   | 12. DISCOUNT TERMS<br>30    |  | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   |   | 13b. RATING   |   |
| 15. DELIVER TO<br>US NUCLEAR REGULATORY COMMISSION- WAREHOUSE<br>4934 BOILING BROOK PARKWAY<br>ROCKVILLE MD 20852   |   |                             | CODE<br>NRCWH  | 16. ADMINISTERED BY<br>US NRC - HQ<br>ACQUISITION MANAGEMENT DIVISION<br>MAIL STOP TWFN-8E06M<br>WASHINGTON DC 20555-0001  |   |   |   |
| 17a. CONTRACTOR/<br>OFFEROR   |   | CODE<br>938836541           | FACILITY<br>CODE   | 18a. PAYMENT WILL BE MADE BY<br>US NUCLEAR REGULATORY COMMISSION<br>TWO WHITE FLINT NORTH<br>11545 ROCKVILLE PIKE<br>MAILSTOP T9-B07<br>ROCKVILLE MD 20852-2738  |   |   |   |
| 17a. CONTRACTOR/<br>OFFEROR<br>STERLING COMPUTERS CORPORATION<br>ATTN VICKI MARKS<br>600 STEVENS PORT DR STE 200<br>DAKOTA DUNES SD 57049   |   |                             | CODE<br>938836541  | FACILITY<br>CODE   | 18a. PAYMENT WILL BE MADE BY<br>US NUCLEAR REGULATORY COMMISSION<br>TWO WHITE FLINT NORTH<br>11545 ROCKVILLE PIKE<br>MAILSTOP T9-B07<br>ROCKVILLE MD 20852-2738   |   |   |
| 17a. CONTRACTOR/<br>OFFEROR<br>STERLING COMPUTERS CORPORATION<br>ATTN VICKI MARKS<br>600 STEVENS PORT DR STE 200<br>DAKOTA DUNES SD 57049   |   |                             | CODE<br>938836541  | FACILITY<br>CODE   | 18a. PAYMENT WILL BE MADE BY<br>US NUCLEAR REGULATORY COMMISSION<br>TWO WHITE FLINT NORTH<br>11545 ROCKVILLE PIKE<br>MAILSTOP T9-B07<br>ROCKVILLE MD 20852-2738   |   |   |
| TELEPHONE NO.   |   |                             | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |  |   |   |   |
| <input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |   |                             |  |  |   |   |   |
| 19. ITEM NO.  | 20. SCHEDULE OF SUPPLIES/SERVICES   |                             |  |  | 21. QUANTITY  | 22. UNIT  | 23. UNIT PRICE                              |
| 00001   | Purchase of Cisco Hardware & Maintenance Accounting Info:<br>[REDACTED]<br>Period of Performance: 02/16/2018 to 02/15/2019<br>Part Number: N2K-C2248TP-E, [REDACTED] Unit: Each, Unit [REDACTED]<br>Description: 1GE (48x100/1000-T+4x10GE), airflow/PS option,<br>Fabric Extender - expansion module<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |                             |  |  |   |   |   |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>See schedule   |   |                             |  |  |   | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$474,598.36 |   |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |   |                             |  |  |   |   |   |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.   |   |                             |  |  |   |   |   |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |   |                             |  |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |   |   |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |   |                             |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>[REDACTED]   |   |   |   |
| 30b. NAME AND TITLE OF SIGNER (Type or print)   |   |                             | 30c. DATE SIGNED   | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>MARK S. LOHRMANN   |   | 31c. DATE SIGNED<br>02/20/2018                              |   |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 00002           | Part Number: CON-SNTP-C2248TPE, Qty: 59, Unit: Each, Unit Price: NSP<br>Description: SNTC-24X7X4 Null SKU-No line item services included              |                 |             |                   | 0.00          |
| 00003           | Part Number: CAB-9K12A-NA, Qty: 118, Unit: Each, Unit Price: NSP<br>Description: Power Cord, 125VAC 13A NEMA 5-15 Plug, North America                 |                 |             |                   | 0.00          |
| 00004           | Part Number: N2248TP-E-FA-BUN, Qty: 59, Unit: Each, Unit Price: NSP<br>Description: Standard Airflow pack:N2K-C2248TP-E-1GE, 2 AC PS, 1Fan            |                 |             |                   | 0.00          |
| 00005           | Part Number: CON-SNTP-2248EFA, Qty: [REDACTED] Unit: Each, Unit Price: [REDACTED]<br>Description: SNTC-24X7X4 Standard Airflow pack:N2K-C2248TP-E-1GE |                 |             |                   | [REDACTED]    |
| 00006           | Part Number: WS-C3560CX-8PC-S, Qty: [REDACTED] Unit: Each, Unit Price: [REDACTED]<br>Description: Cisco Catalyst 3560-CX 8 Port PoE IP Continued ...  |                 |             |                   | [REDACTED]    |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|  |                    |                                 |  |                  |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER<br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

|   |                                   |                                      |
|---|-----------------------------------|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY ( <i>Print</i> ) |                                      |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                | 41c. DATE                         | 42b. RECEIVED AT ( <i>Location</i> ) |
|   |                                   | 42c. DATE REC'D ( <i>YY/MM/DD</i> )  |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NNG15SC89B/31310018F0024

PAGE OF  
 3 12

NAME OF OFFEROR OR CONTRACTOR  
 STERLING COMPUTERS CORPORATION

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | Base   |                 |             |                   |               |
| 00007           | Part Number: CON-SNT-WSC38PCS, Qty: [REDACTED] Unit: Each, Unit Price: [REDACTED]<br>Description: SNTC-8X5XNBD Cisco Catalyst 3560-CX 8 Port PoE IP Base |                 |             |                   | [REDACTED]    |
| 00008           | Part Number: CAB-TA-NA, Qty: 10, Unit: Each, Unit Price: NSP<br>Description: North America AC Type A Power Cable   |                 |             |                   | 0.00          |
| 00009           | Part Number: WS-C3650-24PS-L, Qty: [REDACTED] Unit: Each, Unit Price \$ [REDACTED]<br>Description: Cisco Catalyst 3650 24 Port PoE 4x1G Uplink LAN Base  |                 |             |                   | [REDACTED]    |
| 00010           | Part Number: CON-SNTP-WSC365SL, Qty: [REDACTED] Unit: Each, Unit Price: [REDACTED]<br>Description: SNTC-24X7X4 Cisco Catalyst 3650 24 Port PoE 4x1G Upl  |                 |             |                   | [REDACTED]    |
| 00011           | Part Number: S3650UK9-163, Qty: 4, Unit: Each, Unit Price: NSP<br>Description: UNIVERSAL   |                 |             |                   | 0.00          |
| 00012           | Part Number: PWR-C2-640WAC, Qty: 4, Unit: Each, Unit Price: NSP<br>Description: 640W AC Config 2 Power Supply  |                 |             |                   | 0.00          |
| 00013           | Part Number: CAB-TA-NA, Qty: 4, Unit: Each, Unit Price: NSP<br>Description: North America AC Type A Power Cable  |                 |             |                   | 0.00          |
| 00014           | Part Number: STACK-T2-BLANK, Qty: 4, Unit: Each, Unit Price: NSP<br>Description: Type 2 Stacking Blank   |                 |             |                   | 0.00          |
| 00015           | Part Number: PWR-C2-BLANK, Qty: 4, Unit: Each, Continued ...   |                 |             |                   | 0.00          |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNG15SC89B/31310018F0024

PAGE OF

4

12

NAME OF OFFEROR OR CONTRACTOR

STERLING COMPUTERS CORPORATION

| ITEM NO.<br>(A)   | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|---|---|-----------------|-------------|-------------------|---------------|
|   | Unit Price: NSP<br>Description: Config 2 Power Supply Blank   |                 |             |                   |               |
| 00016   | Part Number: WS-X45-SUP8-E=, [REDACTED] Unit: Each,<br>Unit Price: [REDACTED]<br>Description: Catalyst 4500 E-Series Supervisor 8-E |                 |             |                   | [REDACTED]    |
| 00017   | Part Number: C4500E-IPB-S, Qty: 8, Unit: Each,<br>Unit Price: NSP<br>Description: Catalyst 4500E IPB license for Spare Supervisor   |                 |             |                   | 0.00          |
| 00018   | Part Number: C4500E-LIC-PAK, Qty: 8, Unit: Each,<br>Unit Price: NSP<br>Description: PAK license SKU for spare sup configuration     |                 |             |                   | 0.00          |
| The obligated amount of award: \$474,598.36. The total for this award is shown in box 26. |   |                 |             |                   |               |

## **PLACE OF DELIVERY**

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

U.S. Nuclear Regulatory Commission (See SF 1449 cover page, Item # 15 above)  
Name: Antonio Wilkins, Contracting Officer Representative (COR)  
Email: [REDACTED]

## **CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE**

The total amount of the Firm-Fixed-Price contract order is \$474,598.36, and this amount is fully-funded.

### **FAR Clauses Incorporated By Reference**

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)  
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)  
52.223-6 DRUG-FREE WORKPLACE (MAY 2001)  
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)  
52.232-1 PAYMENTS (APR 1984)

### **NRCAR Clauses Incorporated By Reference**

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)  
2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)  
2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)

### **FAR Clauses Incorporated By Full Text**

#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
  - (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
  - (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference

- to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- [ ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
  - [ ] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
  - [ ] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - [ ] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
  - [ ] (5) (Reserved)
  - [ ] (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
  - [ ] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
  - [ ] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).
  - [ ] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
  - [ ] (10) (Reserved)
  - [ ] (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
  - [ ] (ii) Alternate I (NOV 2011) of 52.219-3.
  - [ ] (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - [ ] (ii) Alternate I (JAN 2011) of 52.219-4.
  - [ ] (13) (Reserved)
  - [ ] (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - [ ] (ii) Alternate I (NOV 2011).
  - [ ] (iii) Alternate II (NOV 2011).
  - [ ] (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - [ ] (ii) Alternate I (OCT 1995) of 52.219-7.
  - [ ] (iii) Alternate II (MAR 2004) of 52.219-7.
  - [ ] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
  - [ ] (17) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
  - [ ] (ii) Alternate I (NOV 2016) of 52.219-9.
  - [ ] (iii) Alternate II (NOV 2016) of 52.219-9.
  - [ ] (iv) Alternate III (NOV 2016) of 52.219-9.
  - [ ] (v) Alternate IV (NOV 2016) of 52.219-9.
  - [ ] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
  - [ ] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
  - [ ] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- [ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [ ] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- [ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- [ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- [X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [ ] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [x] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [ ] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33) (i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [ ] (35) (Removed)  
**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
- [ ] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- [ ] (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [ ] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [ ] (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- [ ] (ii) *Alternate I* (OCT 2015) of 52.223-13.
- [ ] (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-14.
  - [ ] (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
  - [ ] (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (JUN 2014) of 52.223-16.
  - [X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
  - [ ] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
  - [ ] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
  - [ ] (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (JAN 2017) of 52.224-3.
  - [X] (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
  - [ ] (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii) Alternate I (MAY 2014) of 52.225-3.
    - (iii) Alternate II (MAY 2014) of 52.225-3.
    - (iv) Alternate III (MAY 2014) of 52.225-3.
  - [ ] (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
  - [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - [ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - [ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
  - [ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
  - [ ] (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - [ ] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - [X] (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - [ ] (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - [ ] (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - [ ] (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
  - [ ] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
  - [ ] (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders



applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- [ ] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
  - [ ] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - [ ] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - [ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - [ ] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - [ ] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - [ ] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - [ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
  - [ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - [ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
  - [ ] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause,

other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii) [ ] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) (Removed)

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).  
(B) Alternate I (JAN 2017) of 52.224-3.

- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor at anytime prior to expiration of contract. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

<https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

#### **NRCAR Clauses Incorporated by Full Text**

#### **CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

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

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(b) The COR shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

## **NRC Local Clauses Incorporated by Full Text**

### **NRCD10 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: N/A.

### **NRCD020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation. Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Chief Information Officer, under Contract/order number: NNG15SD06B / NRC-HQ-10-17-T-0001.

### **NRCG020 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>.

### **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.

Version Control Date: July 5, 2017

**NNG15SC89B NRC Order No. 31310018F0024**

**IPP (Invoice Processing Platform) BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

**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 the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP 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.

**Electronic Invoice/Voucher Submissions:** Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) through the Invoice Processing Platform (IPP) at [www.ipp.gov](http://www.ipp.gov).

**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 \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

**Agency Payment Office:** Payment will 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.

**Supporting Documentation:** Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

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 (JAN 2015).

Version Control Date: July 5, 2017

**NNG15SC89B NRC Order No. 31310018F0024**

**IPP (Invoice Processing Platform) BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

***Does my company need to register in IPP?***

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, [STLS.IPPHELPDESK@stls.frb.org](mailto:STLS.IPPHELPDESK@stls.frb.org).
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address ([STLS.IPPHELPDESK@stls.frb.org](mailto:STLS.IPPHELPDESK@stls.frb.org)) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

***What type of is training provided?***

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

***How do I receive assistance with IPP?***

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov).

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.