

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 04/05/2018		2. CONTRACT NO. (If any) GS35F576GA		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310018F0043		4. REQUISITION/REFERENCE NO. OCIO-18-0110		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001				c. CITY WASHINGTON	
				d. STATE DC	e. ZIP CODE 20555-0001
7. TO: ASHLEY ZIMMERMAN a. NAME OF CONTRACTOR AINS INC b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 806 W DIAMOND AVE STE 400				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY GAITHERSBURG				e. STATE MD	
				f. ZIP CODE 208781415	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF THE CHIEF INFORMATION OFF	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/13/2018	16. DISCOUNT TERMS 30
b. ACCEPTANCE Destination					

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: 2018-X0200-FEEBASED-10-10D010-10B105-6082-51-J-221-3145-51-J-221-6082 Period of Performance: 04/09/2018 to 08/08/2018					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME FISCAL ACCOUNTING PROGRAM						\$0.00
b. STREET ADDRESS (or P.O. Box) ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328						\$7,166.05
c. CITY PARKERSBURG		d. STATE WV	e. ZIP CODE 26106-1328			17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 		04/05/2018	23. NAME (Typed) JERRY PURCELL TITLE: CONTRACTING/ORDERING OFFICER	
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**CONTRACTOR ACCEPTANCE OF GSA ORDER NO. 31310018F0043**

Acceptance of GSA Contract No: GS35F576GA Order No: 31310018F0043 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

Accepted By Authorized Official:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION B – DELIVERY ORDER TERMS AND CONDITIONS**

**B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is FOIA Correspondence Log Migration

(b) Summary of work description: The objective is to obtain a fully and successfully tested final script from the FOIAXpress owner (AINS)

**B.2 CONSIDERATION AND OBLIGATION—FIRM-FIXED-PRICE (AUG 2011)**

The total amount of the firm fixed price portion of this contract is \$7,166.05 and this amount is fully funded.

(End of Clause)

**B.3 PRICE/COST SCHEDULE**

DIRECT LABOR	UNIT	QTY	RATE	FIRM FIXED PRICE
Developer IV	Hr	35	\$136.38	\$4,773.30
Quality Assurance Specialist II	Hr	15	\$92.85	\$1,392.75
10 Incidents/Next Day Response Via Telephone, Email and/or Text	Lot	1	\$213.79	\$1,000.00

**TOTAL FIRM FIXED PRICE: \$7,166.05**

**B.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This contract shall commence on April 9, 2018 and will expire on August 8, 2018.

(End of Clause)

## **SECTION C – STATEMENT OF WORK**

### **C.1 Background**

The Freedom of Information Act (FOIA), 5 U.S.C. 552, generally provides any person the right, enforceable in court, to obtain access to Federal agency records. Prior to November 20, 2017, the OCIO/GEMSD/ISB FOIA Team was processing FOIA requests using the FOIAXpress software. The maintenance contract with AINS for NRC's FOIAXpress licenses expired on January 15, 2018. The contract number was GS-35F-4747G/NRC-HQ-10-15-T-0001.

### **C.2 Objective**

The objective is to obtain a fully and successfully tested script from the FOIAXpress owner (AINS).

### **C.3 Scope of Work**

#### Task 1:

The contractor shall create a script which allows NRC to access the correspondence log for both open and closed NRC FOIA cases, appeals, and consultation files. The script must allow the NRC the ability to both access and easily download all file types in the correspondence log, as described below. NRC must have the appropriate software and hardware to successfully run the script and retrieve usable results.

The correspondence log of each NRC FOIA case, appeal, and consultation contains files generated within FOIAXpress. These files include, but are not limited to: correspondence to FOIA requesters with their attachments, and tasking communications to the NRC program offices.

The correspondence log may also contain documents uploaded manually by the user from outside FOIAXpress. These files are in various formats that can include, but are not limited to: Word, Excel, Outlook and PDF.

#### Task 2:

The Contractor shall provide an acceptance test plan and procedure. The test plan and procedure must be approved by the COR. The Contractor shall perform acceptance testing of the script in accordance with the approved test procedures. The test plan and procedure shall include a test script for the NRC to run and view to verify its readability and accessibility of results.

The Contractor shall send a copy of the test script on a CD or DVD to the COR via FedEx or UPS. Before NRC can run the script from the CD (or DVD), NRC must first run security scans on the discs. If the scans fail, NRC COR will request a new CD (or DVD) from the Contractor.

#### Task 3:

The contractor shall send a copy of the fully tested script on a CD or DVD to the COR via FedEx or UPS. Before NRC can run the script from the CD (or DVD), NRC must first run security scans on the discs. If the scans fail, NRC COR will request a new CD (or DVD) from the Contractor.

**C.4 Deliverables**

<b>Section #</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Format</b>
C.3 Task 2	Test Script of 20 cases	05/15/2018-06/01/2018	CD/DVD
C.3 Task 2	Specific Instructions to run test script	05/15/2018-06/01/2018	CD/DVD or via email
C.3 Task 3	FOIAXpress Complete Script	07/16/2018	CD/DVD
C.3 Task 3	Specific Instructions to run complete script, if different then instructions provided under C.3 Task 2	07/16/2018	CD/DVD or via email

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## **SECTION D - PACKAGING AND MARKING**

### **D.1 NRCD020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract task 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 Nuclear Reactor Regulation, under Contract task order number GS35F576GA/31310018F0043.

(End of Clause)

### **D.2 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: None.

(End of Clause)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY**

1. The COR for this delivery order is:

Ms. Karen Danoff

Office: Office of the Chief Information Officer

Mailstop: TWFN/02F-26

Rockville, MD 20852

Phone: 301-415-5072

Email: [Karen.Danoff@nrc.gov](mailto:Karen.Danoff@nrc.gov)

2. Performance of the work under this delivery order is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:
  - i. 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 Performance Work Statement (PWS) or changes to specific travel identified in the PWS), fills in details, or otherwise serves to accomplish the contractual PWS.
  - ii. Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
  - iii. Review and, where required by the task order contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
3. Technical direction must be within the general statement of work stated in the task order. The COR does not have the authority to and may not issue any technical direction which:
  - i. Constitutes an assignment of work outside the general scope of the contract.
  - ii. Constitutes a change as defined in the "Changes" clause of this contract.
  - iii. 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.
  - iv. Changes any of the expressed terms, conditions, or specifications of the contract.
  - v. Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

4. Technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the Contracting Officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the Contracting Officer.
5. The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
6. If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
7. 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.
8. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1, Disputes.
9. In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:
  - a. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements.
  - b. Assist the contractor in the resolution of technical problems encountered during performance.
  - c. 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.
  - d. Assist the contractor in obtaining the badges for the contractor personnel.
  - e. Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.



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- f. Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
  
- g. For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

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## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 NRCF010 PLACE OF DELIVERY-REPORTS**

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

a. Name: Karen Danoff (1 Electronic Copy)  
Contracting Officer's Representative (COR)  
Address: [Karen.Danoff@nrc.gov](mailto:Karen.Danoff@nrc.gov)

(End of Clause)

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## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 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 Transfer-System for Award Management.”

To receive payment, the contractor shall prepare invoices in accordance with NRC’s Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC’s Billing Instructions.

(End of Clause)

### **G.2 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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.

(End of Clause)

### **G.3 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 within 15 days.

(End of clause)

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NRCH470 GREEN PURCHASING (SEP 2013)**

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

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

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

(End of Clause)

### **H.2 NRCH400 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**

#### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC’s directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release,

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display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OOU-Allegation Information or OOU-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

(End of Clause)