;	SOLICITATION/CO						ISITION NU 0-19-0			PAGE 1	OF 1	0
2. CONTRACT N	10.	TO COMPLETE BLO	3. AWARD/	4. ORDER NUMBER		JC11C	0 10		5. SOLICITATION NUMBER			6. SOLICITATION
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.					DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATUR	E OF OFFEROR/CONTRAC	CTOR			31a. UNI	ITED ST	ATES OF AM	MERICA (S	IGNATURE OF CONTRACT	ING OFFICE	ER)	
30b. NAME AN	ND TITLE OF SIGNER (7	Type or print)		30c. DATE SIGNED	31b. NA ASHL			CTING C	OFFICER (Type or print)			DATE SIGNED 1/27/2019
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19. ITEM NO.		20. SCHEDULE OF SUPPLIES	S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PR	RICE	24. AMOUNT		
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32a. QUANTIT	TY IN COLUMN 21 HAS	BEEN			I						
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32b. SIGNATU	IRE OF AUTHORIZED	GOVERNMENT REPRESENTATIV	E 32c. DATE	32d. PRIN	NTED NAME	AND T	TITLE OF AUTH	ORIZED GC	OVERNMENT REPRESEN	NTATIVE	
32e. MAILING	ADDRESS OF AUTHO	RIZED GOVERNMENT REPRESEN	NTATIVE	32f. TELE	2f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
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33. SHIP NUM	IBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT 37. CHECK NUMBER						
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		CORRECT AND PROPER FOR PAY		42a. R	ECEIVED BY	(Print	·)				
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CONTINUESTICAL CLIEFT	REFERENCE NO. OF DOCUMENT BEING CONTINUED					
CONTINUATION SHEET	GS35F0047S/31310019F0069	3	10			

NAME OF OFFEROR OR CONTRACTOR GRB

м no. (Д)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	total for this award is shown in box 26.				

BRIEF DESCRIPTION OF WORK ALTERNATE

- (a) The title of this project is: Government Retirement Benefits (GRB) Platform
- (b) Summary work description: Renewal/upgrade to proprietary software licenses and related maintenance support.

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is \$52,567.00, and this amount is fully-funded.

PERIOD OF PERFORMANCE

This contract shall commence on September 19, 2019 and will expire on September 18, 2019. The term of this contract may be extended at the option of the Government for an additional four years, from September 19. 2020 to September 18, 2024.

Base Period: September 19, 2019 to September 18, 2020

Option Period One: September 19, 2020 to September 18, 2021

Option Period Two: September 19, 2021 to September 18, 2022

Option Period Three: September 19, 2022 to September 18, 2023

Option Period Four: September 19, 2023 to September 18, 2024

INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

Contract Deliverables:

- 1. Quantity 1 GRB Platform- Subscribing Population; 2,000-3,000 1 Year Base Year
- Quantity 1 GRB Platform- Subscribing Population; 2,000-3,000 1 Year Option Period One
- Quantity 1 GRB Platform- Subscribing Population; 2,000-3,000 1 Year Option Period Two
- Quantity 1 GRB Platform- Subscribing Population; 2,000-3,000 1 Year Option Period Three
- Quantity 1 GRB Platform- Subscribing Population; 2,000-3,000 1 Year Option Period Four

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 the Chief Human Capital Officer under Contract/order number GS35F0047S/31310019F0069

(End of Clause)

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.

(End of Clause)

CLAUSES

FAR Clauses Incorporated By Reference

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.232-1 PAYMENTS. (APR 1984)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

NRCAR Clauses Incorporated By Reference

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

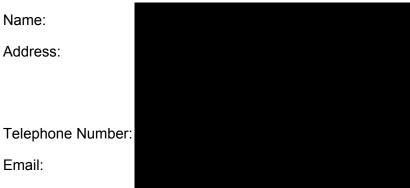
2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (OCT 1999)

2052.222-70 NONDISCRIMINATION BECAUSE OF AGE. (JAN 1993)

NRCAR Clauses Incorporated By Full Text

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)

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



- (b) The project officer 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 project officer may not make changes to the express terms and conditions of this contract.

(End of Clause)

NRC Local Clauses Incorporated by Full Text

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.

AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

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

(End of Clause)

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.

(End of Clause)

GREEN PURCHASING (SEP 2015)

- (a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."
- (b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous

constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

(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)

ELECTRONIC PAYMENT (DEC 2017)

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)

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2017)

<u>General</u>: 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.

<u>Electronic Invoice/Voucher Submissions</u>: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at 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 <u>Management Directive (MD) 11.1</u>, NRC Acquisition of Supplies and Services.

<u>Agency Payment Office</u>: 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.

<u>Frequency</u>: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

<u>Supporting Documentation</u>: 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.

<u>Task Order Contracts</u>: 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.

<u>Supersession:</u> These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

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.
- 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) 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 <u>quick</u> <u>reference guide</u>, and <u>frequently asked questions</u> are available on Treasury's IPP <u>website</u>. 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.

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