

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 16	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00001		09/08/2019		ADM-19-0150			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US NRC - HQ		NRCHQ					
ACQUISITION MANAGEMENT DIVISION							
MAIL STOP TWFN-07B20M							
WASHINGTON DC 20555-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
DLT SOLUTIONS LLC							
ATTN MARLON LITTLE				9B. DATED (SEE ITEM 11)			
2411 DULLES CORNER PARK SUITE 800							
HERNDON VA 20171							
				x 10A. MODIFICATION OF CONTRACT/ORDER NO.			
				NNG15SC98B			
				31310019F0011			
				10B. DATED (SEE ITEM 13)			
CODE 786468199				FACILITY CODE			
				01/08/2019			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <span style="float: right;">Net Increase: \$24,902.66</span> 2019-X0200-FEEBASED-40-40D099-6013-51-F-156-2572-51-F-156-6013							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 (c) Changes					
		D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose for this modification is to:  1)incorporate the following modules into the existing ARCHIBUS contract: a) 9721-31044 22-New-Web Central - Hoteling with one year Software Subscription; Quantity 1 b) 9721-31027 22-New-ARCHIBUS Performance Metrics Framework (for up to 250 Users); Quantity 1 c) 9721-31026 22-New-ARCHIBUS Mobile Framework (for up to 250 Users); Quantity 1 Continued ...  Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				JESSICA CHU			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED			
						09/16/2019	
(Signature of person authorized to sign)		(Signature of Contracting Officer)					

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED NNG15SC98B/31310019F0011/P00001	PAGE	OF
		2	16

NAME OF OFFEROR OR CONTRACTOR

DLT SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	d) 9721-31002 22-New-Portal Application Control Points (PACPs) - 100 Level 1 - Self Service - Concurrent User Package; Quantity 1 e) 9721-31060 22-New-Web Central - Smart Client Extension for Revit with one year Software Subscription; Quantity 1  2) fund the purchase of the named modules for \$24,902.66, therefore increasing the total obligation of this order from \$23,671.79 to \$48,574.45.  See continuation pages for updated contract  Total Obligated Amount: \$48,574.45 (Changed) Total Ceiling: \$48,574.45 (Changed)  Period of Performance: 01/29/2019 to 01/28/2020				
00016	9721-31044 22-New-Web Central - Hoteling with one year Software Subscription; Quantity 1				
00017	9721-31027 22-New-ARCHIBUS Performance Metrics Framework (for up to 250 Users); Quantity 1				
00018	9721-31026 22-New-ARCHIBUS Mobile Framework (for up to 250 Users); Quantity 1				
00019	9721-31002 22-New-Portal Application Control Points (PACPs); Quantity 1				
00020	9721-31060 22-New-Web Central - Smart Client Extension for Revit with one year Software Subscription; Quantity 1				

**BRIEF DESCRIPTION OF WORK ALTERNATE I**

(a) The title of this project is: ARCHIBUS FY19 Software Maintenance

(b) Summary work description: The objective of this acquisition is to procure on a brand name only basis from an authorized NASA SEWP V Contractor that sells products manufactured by ARCHIBUS.

<b>Manufacturer</b>	<b>Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>COST</b>
ARCHIBUS	9721-30945	Software Subscription - Annual Renewal Cost - ICP - Concurrent User/Authoring	13		
ARCHIBUS	9721-30937	Software Subscription - Annual Renewal Cost - Building Operations Management (Includes Call Center Wizard.)	1		
ARCHIBUS	9721-30947	Software Subscription - Annual Renewal Cost - Overlay with Design Management for AutoCAD	3		
ARCHIBUS	9721-30950	Software Subscription - Annual Renewal Cost - Overlay with Design Management for AutoCAD	5		
ARCHIBUS	9721-30942	Software Subscription - Annual Renewal Cost - Furniture & Equipment Management	4		
ARCHIBUS	9721-31166	Software Subscription - Annual Renewal Cost - EALs - 25 simultaneous access points	1		
ARCHIBUS	9721-31197	Software Subscription - Annual Renewal Cost - Web Central - Core Program	1		
ARCHIBUS	9721-31188	Software Subscription - Annual Renewal Cost - Web Central - Asset Portal (formerly Asset Management)	1		
ARCHIBUS	9721-31181	Software Subscription - Annual Renewal Cost - Web Central - Bundled	1		

		Package - Space Management (Includes: Space Inventory & Performance, Space Chargeback, and Personnel & Occupancy applications)			
ARCHIBUS	9721-31226	Software Subscription - Annual Renewal Cost - Web Central - Reservations	1		
ARCHIBUS	9721-31179	Software Subscription - Annual Renewal Cost - Web Central - Bundled Package - On Demand Work + Preventive Maintenance + Service Desk	1		
ARCHIBUS	9721-31212	Software Subscription - Annual Renewal Cost - Web Central - Enterprise Move Management	1		
ARCHIBUS	9721-31230	Software Subscription - Annual Renewal Cost - Web Central - Smart Client Extension for AutoCAD	5		
ARCHIBUS	9721-31175	Software Subscription - Annual Renewal Cost - Web ACPs - 25 concurrent users	1		
ARCHIBUS	9721-31176	Software Subscription - Annual Renewal Cost - Web ACPs - 50 concurrent users	3		
<u>ARCHIBUS</u>	<u>9721-31044</u>	<u>22-New-Web Central - Hoteling with one year Software Subscription</u>	<u>1</u>		
<u>ARCHIBUS</u>	<u>9721-31027</u>	<u>22-New-ARCHIBUS Performance Metrics Framework (for up to 250 Users)</u>	<u>1</u>		
<u>ARCHIBUS</u>	<u>9721-31026</u>	<u>22-New-ARCHIBUS Mobile Framework (for up to 250 Users). The ARCHIBUS Mobile Framework is</u>	<u>1</u>		

		<u>bought once as a single-unit purchase (i.e. the Framework is a perpetual license that gives access to Mobile Apps via an "on-off toggle switch" in the licensing program). The ARCHIBUS Mobile Framework requires Web Central V.21.1 (or higher), Core Program and Application Control Points (ACPs) to run. Licensed in increments of up to 250 concurrent users (or up to 10 concurrent users for Run Anywhere Entry-level Packages).</u>			
<u>ARCHIBUS</u>	<u>9721-31002</u>	<u>22-New-Portal Application Control Points (PACPs) - 100 Level 1 - Self Service - Concurrent User Package. Pricing for PACPs Level 1 - Self Service Packages is the annual cost for the total number of concurrent users indicated in that package. These licenses provide annual (i.e. "non-perpetual") access to select Workplace Services domain applications. Contact ARCHIBUS, Inc. for pricing of larger quantity packages of concurrent users before providing a quotation to a customer.</u>	<u>1</u>		
<u>ARCHIBUS</u>	<u>9721-31060</u>	<u>22-New-Web Central - Smart Client Extension for Revit with one year Software Subscription</u>	<u>1</u>		
			TOTAL		\$48,574.45 \$23,671.79

ARCHIBUS part numbers 9721-31044, 9721-31027, 9721-31026, 9721-31026, 9721-31060 procured with Modification 1 of this task order include a one-year subscription from time of purchase. The subsequent years procurement of Archibus licenses will take this into account and these licenses will be prorated to extend these licenses to the end of that task orders period of performance.

(End of Clause)

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

The total amount of the Firm-Fixed-Price portion of this contract is \$48,574.45~~\$23,671.79~~, and this amount is fully-funded.

(End of Clause)

#### **TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order and all line items shall commence on 29 January, 2019 and will expire on 28 January, 2020.

The line items 9721-31044, 9721-31027, 9721-31026, 9721-31026, 9721-31060 shall commence on 23 September, 2019 and their one year subscription will expire on 22 September, 2020.

(End of Clause)

#### **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. 9721-30945 Software Subscription - Annual Renewal Cost - ICP - Concurrent User/Authoring; Quantity 13
2. 9721-30937 Software Subscription - Annual Renewal Cost - Building Operations Management (Includes Call Center Wizard.); Quantity 1
3. 9721-30947 Software Subscription - Annual Renewal Cost - Overlay with Design Management for AutoCAD; Quantity 3
4. 9721-30950 Software Subscription - Annual Renewal Cost - Overlay with Design Management for AutoCAD; Quantity 5
5. 9721-30942 Software Subscription - Annual Renewal Cost - Furniture & Equipment Management; Quantity 4
6. 9721-31166 Software Subscription - Annual Renewal Cost - EALs - 25 simultaneous access points; Quantity 1

7. 9721-31197 Software Subscription - Annual Renewal Cost - Web Central - Core Program; Quantity 1

8. 9721-31188 Software Subscription - Annual Renewal Cost - Web Central - Asset Portal (formerly Asset Management) ; Quantity 1

9. 9721-31181 Software Subscription - Annual Renewal Cost - Web Central - Bundled Package - Space Management (Includes: Space Inventory & Performance, Space Chargeback, and Personnel & Occupancy applications); Quantity 1

10. 9721-31226 Software Subscription - Annual Renewal Cost - Web Central - Reservations; Quantity 1

11. 9721-31179 Software Subscription - Annual Renewal Cost - Web Central - Bundled Package - On Demand Work + Preventive Maintenance + Service Desk; Quantity 1

12. 9721-31212 Software Subscription - Annual Renewal Cost - Web Central - Enterprise Move Management; Quantity 1

13. 9721-31230 Software Subscription - Annual Renewal Cost - Web Central - Smart Client Extension for AutoCAD; Quantity 5

14. 9721-31175 Software Subscription - Annual Renewal Cost - Web ACPs - 25 concurrent users; Quantity 1

15. 9721-31176 Software Subscription - Annual Renewal Cost - Web ACPs - 50 concurrent users; Quantity 3

16. 9721-31044 22-New-Web Central - Hoteling with one year Software Subscription; Quantity 1

17. 9721-31027 22-New-ARCHIBUS Performance Metrics Framework (for up to 250 Users); Quantity 1

18. 9721-31026 22-New-ARCHIBUS Mobile Framework (for up to 250 Users). The ARCHIBUS Mobile Framework is bought once as a single-unit purchase (i.e. the Framework is a perpetual license that gives access to Mobile Apps via an "on-off toggle switch" in the licensing program). The ARCHIBUS Mobile Framework requires Web Central V.21.1 (or higher), Core Program and Application Control Points (ACPs) to run. Licensed in increments of up to 250 concurrent users (or up to 10 concurrent users for Run Anywhere Entry-level Packages).; Quantity 1

19. 9721-31002 22-New-Portal Application Control Points (PACPs) - 100 Level 1 - Self Service - Concurrent User Package. Pricing for PACPs Level 1 - Self Service Packages is the annual cost for the total number of concurrent users indicated in that package. These licenses provide annual (i.e. "non-perpetual") access to select Workplace Services domain applications. Contact ARCHIBUS, Inc. for pricing of larger quantity packages of concurrent users before providing a quotation to a customer.; Quantity 1

20. 9721-31060 22-New-Web Central - Smart Client Extension for Revit with one year Software Subscription; Quantity 1

(End of Clause)

## **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 Administration, under Contract/order number NNG15SC98B/31310019F0011.

(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 2018)**

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

**52.222-3 CONVICT LABOR. (JUN 2003)**

**52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE. (DEC 2007)**

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

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



**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****52.217-6 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 any time prior to the expiration of the 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.

(End of clause)

**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 addresses:

[www.acquisition.gov/far](http://www.acquisition.gov/far)

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

(End of provision)

**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:

Name:

[REDACTED]

Address:

[REDACTED]

Telephone Number:

[REDACTED]

(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>.

#### **GREEN PURCHASING (JUL 2016)**

The offeror's cost proposal or quotation shall include the following information to identify the major category(ies) of environmental products and/or services included in the proposal, as applicable. The offeror's shall list planned use of the following sustainable (green) acquisition categories from the list below.

Green Purchasing Categories:

☐ EPA Designated Product Category –

- Comprehensive Procurement Guidelines (CPG) designated products containing recovered materials (also known as recycled-content products)

☐ Recovered Materials/Sustainability Product Categories –

- Energy efficient products

- o ENERGY STAR ® products

- o Federal Energy Management Program (FEMP)-designated product

- Biobased products (USDA BioPreferred products)

- Environmentally preferable products

- o Electronic Product Environmental Assessment Tool (EPEAT)-registered products
- o Water-efficient products (e.g., EPA WaterSense)
- o Non-toxic/less toxic products
- o EPA Significant New Alternatives Policy Program (SNAP)-listed products
- o Other Environmentally Preferable

(End of Provision)

**COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)**

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. §794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies develop, procure, maintain, or use EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

**Exceptions.**

All EIT that the government acquires by purchase or by lease/rental under this contract must meet the applicable accessibility standards at 36 C.F.R. Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition (applicable if checked):

☐ The EIT is for a national security system.

☐ The EIT is acquired by a contractor incidental to a contract.

☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See [www.section508.gov](http://www.section508.gov) for more information:

☐ 1194.21 Software applications and operating systems.

☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.

☐ 1194.23 Telecommunications products.

☐ 1194.24 Video and multimedia products.

☐ 1194.25 Self contained, closed products.

☐ 1194.26 Desktop and portable computers.

☐ 1194.31 Functional performance criteria.

☐ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and [www.section508.gov](http://www.section508.gov) for additional guidance.

(End of Clause)

**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)

#### **NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)**

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into 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)**

**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).

***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.