

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER OCIO-19-0292		PAGE OF 1 13	
2. CONTRACT NO. GS35F401BA		3. AWARD/ EFFECTIVE DATE 10/01/2019		4. ORDER NUMBER 31310019F0134		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL		a. NAME JESSICA CHU		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		CODE NRCHQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 334290 SIZE STANDARD: 750 </div> </div>	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001		CODE NRCHQ		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001	
17a. CONTRACTOR/OFFEROR EQUINIX INC ATTN MARINA IVANOVA ONE LAGOON DRIVE 4TH FLOOR REDWOOD CITY CA 940651562 TELEPHONE NO. 5713927357		CODE 045267338		FACILITY CODE		18a. PAYMENT WILL BE MADE BY FISCAL ACCOUNTING PROGRAM ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328 PARKERSBURG WV 26106-1328	
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		CODE NRCPAYMENTS			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Accounting Info: 2019-X0200-FEEBASED-10-10D011-6157-51-J-144-3140-51-J-144-6157 Period of Performance: 10/01/2019 to 05/31/2022						
00001	Separate Cage Space Installation Charges						
00002	Separate Cage Space Monthly Charges						
	Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$630,053.44	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 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.				<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) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) JESSICA CHU		31c. DATE SIGNED 09/26/2019	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00003	Power and Environmental Installation Charges				
00004	Power and Environmental Monthly Charges				
00005	Equipment Racks Installation Charges (OLM)				
	Includes: External Cable Management Installation Charges				
00006	ECX-F Connectivity Installation Charges (OLM)				
00007	ECX-F Connectivity Monthly Charges (OLM)				
	Includes: Microsoft Azure Global Connectivity Microsoft Azure Government Connectivity Microsoft Office 35 Connectivity AWS Commercial Connectivity AWS GovCloud Connectivity Google Cloud Connectivity Unspecified Cloud Provider Connectivity				
00008	Verizon MPLS cross connection Installation Charges Continued ...				

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. MA LING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MA I OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
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 CERTIFY NG OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
EQUINIX INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00009	Verizon MPLS cross connection Monthly Charges				<div></div>
00010	Comcast cross connection Installation Charges				
00011	Comcast cross connection Monthly Charges				
00012	Smart Hands				
	The obligated amount of award: \$630,053.44. The total for this award is shown in box 26.				

BRIEF PROJECT TITLE AND WORK DESCRIPTION

- (a) The title of this project is: Secure Cloud Computing and Cloud Access Point Colocation Service
- (b) Summary work description:

The Contractor shall provide a cost effective secure cage space and cabinets to host NRC network and service infrastructure with direct, zero network hop connectivity to common carrier access points, and multi-point connectivity to approved CSPs. NRC seeks a flexible solution that will enable NRC to rapidly provision communication links and create cross connections to approved CSPs. The solution is intended to accommodate current connections without disruption while providing expanded services to support effective growth of approved CSP connectivity. Current colocation sites with connections to approved CSPs is Ashburn, VA but NRC requires the flexibility for possible connections to other colocation sites in alignment with NRC's Regional Offices in the future. Please see Attachment 1: Statement of Work for details.

PERIOD OF PERFORMANCE

This contract shall commence on October 1, 2019 and will expire on May 31, 2022. As directed by the Contracting Officer (CO), the Contractor shall continue performance in emergency or mission essential conditions. Additionally, the Contractor may be required to account for the whereabouts of their personnel should this information be requested by the COR.

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:
Please see Attachment 1: Statement of Work.

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 GS35F401BA/31310019F0134.

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.

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is \$630,053.44, and this amount is fully-funded.

FAR Clauses Incorporated by Reference

- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)
- 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- 52.224-3 PRIVACY TRAINING. (JAN 2017)
- 52.225-1 BUY AMERICAN - SUPPLIES. (MAY 2014)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

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 contract expiration. 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.

52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to contract expiration. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to contract expiration.

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

NRCAR Clauses Incorporated by Reference

2052.204-70 SECURITY. (OCT 1999)
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)
2052.227-70 DRAWINGS, DESIGNS, SPECIFICATIONS, AND OTHER DATA. (JAN 1993)

NRCAR Clauses Incorporated by Full Text

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

- (a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:
Name: Pushpa Jayapal
Address: 11545 Rockville Pike, Rockville, MD 20852
Telephone Number: (703) 400-7245
Email: Pushparani.Jayapal@nrc.gov
- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:
- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.
 - (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

- (g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
 - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - (2) Assist the contractor in the resolution of technical problems encountered during performance.
 - (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

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

It is 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.

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.

CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

- (1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.
- (2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.
- (3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.
- (4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.
- (5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.
- (6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.
- (7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.
- (8) Remedies:
 - (a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting

- any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.
- (b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.
- (9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

- (a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".
- (b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).
- (c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

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

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification. Additional annual required online NRC training includes but is not limited to the following:

- (1) Information Security (INFOSEC) Awareness
- (2) Continuity of Operations (COOP) Awareness
- (3) Defensive Counterintelligence and Insider Threat Awareness
- (4) No FEAR Act
- (5) Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will

receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;
- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

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

ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared every 12 months. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information. Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

OPTION FOR ACQUISITION OF EVALUATED OPTIONAL FEATURES NOT PROCURED AT TIME OF AWARD OF CONTRACT (IT REQUIREMENTS)

The Government may exercise the option to acquire the evaluated optional features stated elsewhere in this contract at unit prices specified therein. The Contracting Officer may exercise

this option by written notice to the Contractor at any time prior to the expiration of the contract. Delivery of the evaluated optional features added by exercise of the option shall be in accordance with the delivery schedule set forth elsewhere in this contract.

IT SECURITY REQUIREMENTS – NRC AND CONTRACTOR (NON-NRC) FACILITIES (APR 2014)

Backups

The contractor shall ensure that backup media is created, encrypted (in accordance with information sensitivity) and verified to ensure that data can be retrieved and is restorable to NRC systems based on information sensitivity levels. Backups shall be executed to create readable media that allows successful file/data restoration at the following frequencies:

- At least every 1 calendar day for a high sensitivity system
- At least every 1 calendar day for a moderate sensitivity system
- At least every 7 calendar days for a low sensitivity system

Perimeter Protection

The Contractor must employ perimeter protection mechanisms, such as firewalls and routers, to deny all communications unless explicitly allowed by exception.

The contractor must deploy and monitor intrusion detection capability and have an always deployed and actively engaged security monitoring capability in place for systems placed in operation for the NRC. Intrusion detection and monitoring reports will be made available to the NRC upon request for following security categorizations and reporting timeframes:

- 5 calendar days after being requested for a high sensitivity system
- 10 calendar days after being requested for a moderate sensitivity system
- 15 calendar days after being requested for a low sensitivity system

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.

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.

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.
- 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 [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.

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