

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER OCIO-20-0006		PAGE OF 1 17	
2. CONTRACT NO. NNG15SC27B		3. AWARD/ EFFECTIVE DATE 03/31/2020	4. ORDER NUMBER 31310020F0031		5. SOLICITATION NUMBER 31310020Q0021		6. SOLICITATION ISSUE DATE 02/28/2020
7. <b>FOR SOLICITATION INFORMATION CALL</b>		a. NAME [REDACTED]			b. TELEPHONE NUMBER (No collect calls) [REDACTED]		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				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: 541519   SIZE STANDARD: 150 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001		16. ADMINISTERED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CARAHSOFT TECHNOLOGY CORP ATTN CRAIG ABOD 11493 SUNSET HILLS ROAD RESTON VA 201905328  TELEPHONE NO. 7038718500		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		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
00001		Accounting Info: 2020-X0200-FEEBASED-10-10D011-10B113-6188-51-J-145-251A-51-J-145-6188 Period of Performance: 03/31/2020 to 03/30/2021 BASE PERIOD - STATIC-APP-G-R; Veracode Static Analysis Subscription (1 Application); Quantity 22					
00002		DYN-APP-G-R; Veracode Dynamic Analysis (Per 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) \$677,081.26			
<input type="checkbox"/> 27a. SOLICITATION NCORPORATES 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 NCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: _____ 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) [REDACTED]		31c. DATE SIGNED 03/18/2020	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Application); Quantity 2				
00003	GL-DEV-G; Veracode Greenlight; Quantity 20				
00004	VS-PREMIER-G; Veracode Technical & Program Support - Bronze; Quantity 1				
10001	OPTION PERIOD 1 - STATIC-APP-G-R; Veracode Static Analysis Subscription (1 Application); Quantity 22 Amount: (Option Line Item) Anticipated Exercise Date:03/30/2021				0.00
10002	DYN-APP-G-R; Veracode Dynamic Analysis (Per Application); Quantity 2 Amount: (Option Line Item) Anticipated Exercise Date:03/30/2021				0.00
10003	GL-DEV-G; Veracode Greenlight; Quantity 20 Amount: (Option Line Item) Anticipated Exercise Date:03/30/2021				0.00
10004	VS-PREMIER-G-R; Veracode Technical & Program Support - Bronze; Quantity 1 Continued ...				0.00

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  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<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

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNG15SC27B/31310020F0031PAGE OF  
3 17NAME OF OFFEROR OR CONTRACTOR  
CARAHSOFT TECHNOLOGY CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2021				
10005	STATIC-APP-G-R; Veracode Static Analysis Subscription (OPTION); Quantity 3 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2021				0.00
10006	GL-DEV-G; Veracode Greenlight (OPTION); Quantity 3 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2021				0.00
20001	OPTION PERIOD 2 - STATIC-APP-G-R; Veracode Static Analysis Subscription (1 Application); Quantity 22 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2022				0.00
20002	DYN-APP-G-R; Veracode Dynamic Analysis; Quantity 2 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2022				0.00
20003	GL-DEV-G; Veracode Greenlight; Quantity 20 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2022				0.00
20004	VS-PREMIER-G-R; Veracode Technical & Program Support - Bronze; Quantity 1 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2022				0.00
20005	STATIC-APP-G-R; Veracode Static Analysis Subscription (OPTION); Quantity 3 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2022				0.00
20006	GL-DEV-G; Veracode Greenlight (OPTION); Quantity 4 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2022 Continued ...				0.00

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNG15SC27B/31310020F0031PAGE OF  
4 17NAME OF OFFEROR OR CONTRACTOR  
CARAHSOFT TECHNOLOGY CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
30001	OPTION PERIOD 3 - STATIC-APP-G-R; Veracode Static Analysis Subscription (1 Application); Quantity 22 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2023				0.00
30002	DYN-APP-G; Veracode Dynamic Analysis; Quantity 2 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2023				0.00
30003	GL-DEV-G; Veracode Greenlight; Quantity 20 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2023				0.00
30004	VS-PREMIER-G-R; Veracode Technical & Program Support - Bronze; Quantity 1 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2023				0.00
30005	STATIC-APP-G-R; Veracode Static Analysis Subscription (OPTION); Quantity 4 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2023				0.00
30006	GL-DEV-G; Veracode Greenlight (OPTION); Quantity 4 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2023				0.00
40001	OPTION PERIOD 4 - STATIC-APP-G-R; Veracode Static Analysis Subscription (1 Application); Quantity 22 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2024				0.00
40002	DYN-APP-G; Veracode Dynamic Analysis; Quantity 2 Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:03/30/2024				0.00
40003	GL-DEV-G; Veracode Greenlight; Quantity 20 Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR  
CARAHSOFT TECHNOLOGY CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (Option Line Item) Anticipated Exercise Date:03/30/2024				
40004	VS-PREMIER-G-R; Veracode Technical & Program Support - Bronze; Quantity 1 Amount: (Option Line Item) Anticipated Exercise Date:03/30/2024				0.00
40005	STATIC-APP-G-R; Veracode Static Analysis Subscription (OPTION); Quantity 4 Amount: (Option Line Item) Anticipated Exercise Date:03/30/2024				0.00
40006	GL-DEV-G; Veracode Greenlight (OPTION); Quantity 4 Amount: (Option Line Item) Anticipated Exercise Date:03/30/2024				0.00
	The obligated amount of award: . The total for this award is shown in box 26.				

## **C - Contract Clauses**

### **BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Veracode Static Application Security Testing Subscription

(b) Summary work description: The NRC requires subscription for the Veracode SAST (Static Application Security Testing) – STATIC-APP-G-R, and the Veracode Greenlight – GL-DEV-G. Veracode SAST is a cloud-based platform that provides the NRC with the capability to review, assess, and verify the state of application development security before the software is deployed in the production environment. Veracode Greenlight is the SAST service that will be integrated into the development environment (IDE) for assessing the developed code in the early stage of the development.

See requirements in column 20 of the SF1449.

### **BRAND NAME JUSTIFICATION**

The Veracode software has the unique capability to:

1. The Veracode Platform offers a holistic, scalable way to manage security risk across the entire application portfolio. Veracode supports all the program languages that is used by the NRC developers.
2. Veracode is the only solution that meets NRC's requirement to provide visibility into application status across all testing types, including Static and Dynamic application security testing, and software composition analysis. Only Veracode can scan an entire application, including binary of a third-party libraries for security vulnerabilities.
3. The NRC developers have been using Veracode for over 5 years for analyzing the code security. Moving to a new testing solution would negatively impact NRC's ability to assess the weakness, identify the exact location of the vulnerability, and take the appropriate measure to correct the findings. Undetected weaknesses in applications increase the cybersecurity risk for the agency.
4. The Veracode reports provide step-by-step mitigation strategies for vulnerabilities identified in the application. The NRC's Change Control Board (CCB) relies on the report and comprehensive Veracode analysis for all new applications. Moving to a new solution would require a new type of assessment, a new type of report analysis, and will require more time for each evaluation. This would negatively impact the CCB's ability evaluate the cybersecurity risk for the NRC.
5. The Greenlight component is a unique Veracode static application security testing service to be used by the NRC's developers to identify vulnerabilities, before the code is compiled. As discussed in 1b above, the Greenlight tool supports .NET, C++, Java, iOS, and Android programming framework. As part of the OCIO/Security Operation Branch (SOB) role and responsibilities for cybersecurity at NRC, the SOB will manage the developers access to the Veracode SAST. This feature is not available by other vendors.

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

The total amount of the Firm-Fixed-Price portion of this contract is [REDACTED], and this amount is fully-funded.

## **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.

## **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 Information Officer (OCIO), under Contract/order number NNG15SC27B/31310020F0031.

## **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.

## **PERIOD OF PERFORMANCE ALTERNATE**

This order shall commence on March 31, 2020 and will expire on March 30, 2021. The term of this order may be extended at the option of the Government for an additional four option periods, from March 31, 2021 to March 30, 2025.

Base Period: March 31, 2020 - March 30, 2021  
Option Period 1: March 31, 2021 - March 30, 2022  
Option Period 2: March 31, 2022 - March 30, 2023  
Option Period 3: March 31, 2023 - March 30, 2024  
Option Period 4: March 31, 2024 - March 30, 2025

## **REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Unison 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 Unison Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

### **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.

### **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.

### **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 N/A. 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.

### **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.

### **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.

### **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.

#### **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

**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) is 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.
- 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](mailto:IPPCustomerSupport@fiscal.treasury.gov).

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

## **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)**

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)**

**52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016)**

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

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (JUL 2018)**

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

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

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

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**

**52.247-34 F.O.B. DESTINATION. (JAN 1991)**

## **NRCAR CLAUSES INCORPORATED BY REFERENCE**

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

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

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

**FAR CLAUSES INCORPORATED BY FULL TEXT**

**52.217-6 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 within the contract's period of performance. 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)

**52.217-7 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 within the contract's period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract's period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 0days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years(months)(years).

(End of clause)

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(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 address(es): [www.acquisition.gov/far](http://www.acquisition.gov/far)  
<https://www.nrc.gov/about-nrc/contracting/48cfr-ch20.html>

(End of clause)

**2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999) -  
ALTERNATE II (OCT 1999)**

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

Contracting Officer Representative (COR)

[REDACTED]

Address: U.S. Nuclear Regulatory Commission  
Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852-2738

Alternate Contracting Officer Representative (ACOR)

[REDACTED]

Address: U.S. Nuclear Regulatory Commission  
Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852-2738

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

\*To be incorporated into any resultant contract

(End of Clause)



**D - Contract Documents, Exhibits and Attachments**

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1	Attachment 1 - SEWPVClauses_June2016	03/13/2020	4