

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 02-06-2012		2. CONTRACT NO. (if any) GS35F4952G		6. SHIP TO:	
3. ORDER NO. NRC-HQ-12-F-10-0001		4. REQUISITION/REFERENCE NO. ADM-12-142		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Vanessa Lamb Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Jill Daly Mail Stop: TWB 01-B10M	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR ASI GOVERNMENT, INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1655 FORT MYER DR STE 1000				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ARLINGTON		e. STATE VA	f. ZIP CODE 222093196		
9. ACCOUNTING AND APPROPRIATION DATA Obligate \$49,450 B B&R: 2012-40-51-G-113 JC: D2360 BOC: 3142 Appr: 31X0200 FAIMIS: 120883 NAICS: 541511 DUNS: 963009899				10. REQUISITIONING OFFICE ADM	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT N/A
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Rockville, MD		b. ACCEPTANCE Rockville, MD		February 7, 2012	
		N/A		16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
This is a firm-fixed-price delivery order for a Subscription to Virtual Acquisition Office. The delivery order contains a one-year base period and two one-year option periods.						
0001	2 Inquiry Seats and 65 passwords (Part number VAO 2) Base period: February 7, 2012 - February 6, 2013	1	lot	49,450.00	\$49,450.00	
1001	2 Inquiry Seats and 65 passwords (Part number VAO 2) Option period #1: February 7, 2013 - February 6, 2014	1	lot	49,450.00	\$49,450.00	
2001	2 Inquiry Seats and 65 passwords (Part number VAO 2) Option period #2: February 7, 2014 - February 6, 2015	1	lot	49,450.00	\$49,450.00	
Passwords shall be established for the individuals on the attached list. The inquiry seats are for Jill Daly and Joseph Schmidt. ASI POC: Lauren Gardner Lauren.Gardner@asigovt.com NRC COR: Jill Daly (301)492-3607 jill.daly@nrc.gov						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments@nbc.gov					
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				PHONE: FAX:	
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		
				\$49,450.00	
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Joseph L. Widdup Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

Name	Email
Adams,William	William.Adams@nrc.gov
Anker,Beverly	Beverly.Anker@nrc.gov
App,Daniel	Daniel.App@nrc.gov
Bayliff, Shirley	shirley.bayliff@nrc.gov
Berkowitz,Donna	Donna.Berkowitz@nrc.gov
Bower,Phyllis	Phyllis.Bower@nrc.gov
Brown,Wanda	Wanda.Brown@nrc.gov
Bucher,Matt	Matthew.Bucher@nrc.gov
Bumpass,Sheila	sheila.bumpass@nrc.gov
Bushell,Ashley	Ashley.Bushell@nrc.gov
Butt,Manon	Manon.Butt@nrc.gov
Carr,M'Lita	Mlita.Carr@nrc.gov
Colon,Heriberto	Heriberto.Colon@nrc.gov
Cooper,Carolyn	Carolyn.Cooper@nrc.gov
Corbett, James	james.corbett@nrc.gov
Daly,Jill	jill.daly@nrc.gov
Defino,Jennifer	Jennifer.Defino@nrc.gov
Eam,Erika	Erika.Eam@nrc.gov
Flynn,Mark	Mark.Flynn@nrc.gov
Freeman,Betty	Betty.Freeman@nrc.gov
Garcia, Karla	karla.garcia@nrc.gov
Gladhill,Vicki	Vicki.Gladhill@nrc.gov
Gold,Meg	Meg.Gold@nrc.gov
Greene,Kathryn	Kathryn.Greene@nrc.gov
Greenwood,Carol	Carol.Greenwood@nrc.gov
Gunter-Henderson,Morie	morie.gunterhenderson@nrc.gov
Hearst, Cathleen	cathleen.hearst@nrc.gov
Jernell,Eleni	Eleni.Jernell@nrc.gov
Kauffman,Lisa	Lisa.Kauffman@nrc.gov
King,Beverly	Beverly.King@nrc.gov
King,Donald	Donald.King@nrc.gov
Konovitz,Lori	Lori.Konovitz@nrc.gov
Lamb, Vanessa	vanessa.lamb@nrc.gov
Lamon-Kritikos,Nancy	Nancy.Lamon-Kritikos@nrc.gov
Leedom,James	James.Leedom@nrc.gov
Lim,Sharon	Sharon.Lim@nrc.gov
Lohrmann,Mark	Mark.Lohrmann@nrc.gov
Malhotra,Shashi	Shashi.Malhotra@nrc.gov
Malone,Dominique	Dominique.Malone@nrc.gov
McCubbin,Sharlene	Sharlene.McCubbin@nrc.gov
McGill, Clinton	clinton.mcgill@nrc.gov
Melgar,Claudia	Claudia.Melgar@nrc.gov
Merriweather,Pearlette	Pearlette.Merriweather@nrc.gov
Mills,Michael	Michael.Mills@nrc.gov
Mitchell,Jeffrey	Jeffrey.Mitchell@nrc.gov

Moy,Romena	Romena.Moy@nrc.gov
Nute-Blackshear, Lora	lora.nute-blackshear@nrc.gov
Perez-Ortiz,Aracelis	Aracelis.Perez-Ortiz@nrc.gov
Pool,Steve	Stephen.Pool@nrc.gov
Pulaski,Jordan	Jordan.Pulaski@nrc.gov
Purcell,Jerry	Jerry.Purcell@nrc.gov
Robinson,Richard	Richard.Robinson11@nrc.gov
Rodriguez,Adelis	Adelis.Rodriguez@nrc.gov
Rule, David	david.rule@nrc.gov
Sanchez,Alba	Alba.Sanchez@nrc.gov
Schmidt,Joseph	Joseph.Schmidt@nrc.gov
Schofer,Maria	Maria.Schofer@nrc.gov
Seltzer,Rickie	Rickie.Seltzer@nrc.gov
Stewart,Sharon	Sharon.Stewart@nrc.gov
Turner,Michael	Michael.Turner@nrc.gov
Walston,Christopher	Chris.Walston@nrc.gov
Whipple,Valerie	Valerie.Whipple@nrc.gov
Widdup,Joseph	Joseph.Widdup@nrc.gov
Williams,Monique	Monique.Williams@nrc.gov
Wilson,Angela	Angela.Wilson@nrc.gov

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A.1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor up to the day of expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 3 years.

A.2 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on 02-07-2012 and will expire on 02-06-2013.

A.3 ELECTRONIC PAYMENT (AUG 2011)

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- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

A.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

A.6 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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.

A.7 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

A.8 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

A.9 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2011)

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 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 for additional guidance.

See attached document BILLING INSTRUCTIONS FOR FIXED PRICE TYPE CONTRACTS_02.

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**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR 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.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

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) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to 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.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate

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**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

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 (June 2008).

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**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

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**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.