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	D3SL10IO4PTAF; Quantity 1, D3F-2SFXL2-3840; Quantity 10, D3SFP16FAF; Quantity 1,									
	D31DEMCCK2	5KITAF; Quantity 1	l, PS-E	PDP-P30UNITY	Υ;					
	Quantity 1	, CE-PDPSTRTC0001;	Quant	tity 800,						
	PS-PDP-UXA450DP; Quantity 1, PS-PDPAD-UXFRDPIN;									
	Quantity 1	, M-PARTRT-PR3-UA	F; Quar	ntity 1,						
	458-002-52	5; Quantity 1, M-F	PSP-SWE	E-005; Quant	tity					
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38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY										
	41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE						(Print	·)		
						ECEIVED AT	(Loca	tion)		
						42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS				
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BRIEF DESCRIPTION OF WORK ALTERNATE I

- (a) The title of this project is: Purchase of Purchase of Dell EMC Unity 450F NAS
- (b) Summary work description: The objective of this acquisition is to procure on a brand name only basis from an authorized NASA SEWP V contract partner that sells TAA compliant products built by Dell.

The contractor shall provide:

Manufacturer Model		Part Number	Quantity	Estimated Unit Price	Estimated Cost
Dell	EMC Unity 450F NAS	D32BD32AF25AF 1			
		SUBPARTS			
PROSUPPORT F HARDWARE SU		M-PSP-HWE-005	1		
UNITY 450F 2U I DRIVE FLD RK		D32BD32AF25AF	1		
Unity 2x4 Port 10 OPT IO - Comport of configured system for separate sale, identified is the C configured system necessarily of this	nent sold as part tem, not offered The COO OO of the n, and not s component.	D3SL10IO4PTAF	1		
is the COO of the system, and not r component.	as part of n, not offered for ne COO identified configured necessarily of this	D3F-2SFXL2-3840	10		
UNITY 4X16GB SFP FC CONNECTION		D3SFP16FAF	1		
UNITY 25 DRIVE DPE AF FLD INSTALL KIT		D31DEMCCK25KIT AF	1		
30dayPostDeployAssist Unity		PS-PDP-P30UNITY 1			
1 TRAINING CREDIT VALID 1YR (PDP STR)		CE- PDPSTRTC0001	800		
PDP FOR UNITY 450F		PS-PDP-UXA450DP	1		

PDP ADDON, UNITY DPE RACKING	PS-PDPAD- UXFRDPIN	1		
PARTS RETENTION UPLIFT UAF	M-PARTRT-PR3- UAF	1		
UNITY AFA BASE SOFTWARE+ D@RE=IC	458-002-525	1		
PROSUPPORT PLUS SOFTWARE SUPPORT	M-PSP-SWE-005	1		
STORAGE M&R FOR UNITY=IC	458-002-287	1		
STORAGE M&R FOR UNITY LIC=IC	456-113-338	1		
PROSUPPORT W/MISSION CRITICAL-SOFTWARE	M-PSM-SWE-005	1		
APPSYNC BSC FOR UNITY 400F/450F/480F=IC	458-001-735	1		
APPSYNC BSC FOR UNITY 400F/450F/480F=IC	456-111-474	1		
PROSUPPORT W/MISSION CRITICAL-SOFTWARE	M-PSM-SWE-005	1		
RP BASIC FOR UNITY 400/400F/450F =IC	458-001-375	1		
PROSUPPORT W/MISSION CRITICAL-SOFTWARE	M-PSM-SWE-004	1		
	1	1	TOTAL:	\$98,301.00

Brand Name Justification:

The NRC has a requirement for a Redundant Array of Independent Disks (RAID) to upgrade the current multimedia DAM system. The existing DAM system is an Apple Mini Mac Server with InfoTrend and Supermicro RAIDs in the server box which provides the agency a capacity of 20 Terabytes (TB) for its multimedia storage. The current Apple Mini Mac Server has limited file redundancy and is currently at 75% capacity. In order to expand the multimedia storage in the DAM system, the NRC determined its requirements are: (1) the part needs to meet the current and future storage needs of the agency, (2) the part needs to be size compatible with the server box and (3) the RAID needs to be compatible with the existing InfoTrend and Supermicro RAIDs, so the RAID will be fully integrated into the existing DAM system. Through market research, NRC identified Dell's EMC Unity 450F NAS as the only commercially of the shelf (COTS) item that meets size requirements to fit into the existing DAM system, storage specifications to meet the needs of the agency, and compatibility specifications to work with existing equipment installed in the existing DAM. Based on market research, no other COTS item meets NRC's size, technical, and compatibility requirements. If Dell's EMC Unity 450F NAS is not acquired, the agency will incur significant additional costs to reconfigure and re-design a new DAM system.

(End of Clause)

TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on September 6, 2019 and will expire on October 5, 2022.

(End of Clause)

CONSIDERATION AND OBLIGATION-FIRM-FIXED-PRICE

The total amount of the Firm-Fixed-Price portion of this contract is \$98,301.00, and this amount is fully-funded.

INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

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

Contract Deliverables:

- 1. Dell; Model- EMC Unity 450F NAS; Part number D32BD32AF25AF; Quantity:1
 - a. M-PSP-HWE-005; PROSUPPORT PLUS HARDWARE SUPPORT; Quantity 1
 - b. D32BD32AF25AF; UNITY 450F 2U DPE 25X2.5 DRIVE FLD RK; Quantity 1
 - c. D3SL10IO4PTAF; Unity 2x4 Port 10Gb iSCSI/Eth OPT IO Component sold as part of configured system, not offered for separate sale. The COO identified is the COO of the configured system, and not necessarily of this component.; Quantity 1
 - d. D3F-2SFXL2-3840; Unity AFA 3.84TB SSD 25X2.5 Component sold as part of configured system, not offered for separate sale. The COO identified is the COO of the configured system, and not necessarily of this component.; Quantity 10
 - e. D3SFP16FAF; UNITY 4X16GB SFP FC CONNECTION; Quantity 1
 - f. D31DEMCCK25KITAF; UNITY 25 DRIVE DPE AF FLD INSTALL KIT; Quantity 1
 - g. PS-PDP-P30UNITY; 30dayPostDeployAssist Unity; Quantity 1
 - h. CE-PDPSTRTC0001; 1 TRAINING CREDIT VALID 1YR (PDP STR); Quantity 800
 - i. PS-PDP-UXA450DP; PDP FOR UNITY 450F; Quantity 1
 - j. PS-PDPAD-UXFRDPIN; PDP ADDON, UNITY DPE RACKING; Quantity1
 - k. M-PARTRT-PR3-UAF; PARTS RETENTION UPLIFT UAF; Quantity 1
 - 458-002-525; UNITY AFA BASE SOFTWARE+ D@RE=IC; Quantity 1
 - m. M-PSP-SWE-005; PROSUPPORT PLUS SOFTWARE SUPPORT; Quantity 1
 - n. 458-002-287; STORAGE M&R FOR UNITY=IC; Quantity 1
 - o. 456-113-338; STORAGE M&R FOR UNITY LIC=IC; Quantity 1
 - p. M-PSM-SWE-005; PROSUPPORT W/MISSION CRITICAL-SOFTWARE; Quantity 1

- q. 458-001-735; APPSYNC BSC FOR UNITY 400F/450F/480F=IC; Quantity 1
- r. 456-111-474; APPSYNC BSC FOR UNITY 400F/450F/480F=IC; Quantity 1
- s. M-PSM-SWE-005; PROSUPPORT W/MISSION CRITICAL-SOFTWARE; Quantity 1
- t. 458-001-375; RP BASIC FOR UNITY 400/400F/450F =IC; Quantity 1
- u. M-PSM-SWE-004; PROSUPPORT W/MISSION CRITICAL-SOFTWARE; Quantity 1

(End of Clause)

BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number NNG15SD30B/31310019F0124.

(End of Clause)

PACKAGING AND MARKING

- (a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.
- (b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.
- (c) Additional packaging and/or marking requirements are as follows:

NRC Storage & Distribution Facility ATTN: Jason Wright, OWFN-P1 B3507 4934 Boiling Brook Parkway Rockville, MD 20852

(End of Clause)

CLAUSES

FAR Clauses Incorporated by Reference

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

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

52.204-23 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)

52.225-1 BUY AMERICAN - SUPPLIES. (MAY 2014)

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

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

52.211-8 TIME OF DELIVERY. (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

Required Delivery Schedule								
Item No.	Quantity	Within Days After Date of Contract						
1	1	Within 30 Days After Date of Contract						

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

Offeror's Proposed Delivery Schedule

Item No. Quantity		Within Days After Date of Contract				

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term *working day* excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT. (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$100.00 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default Fixed-Price Supply and Service clause in this contract.

(End of clause)

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 during contract 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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.acquisition.gov/far

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

(End of clause)

NRCAR Clauses Incorporated by Full Text

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

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



- (b) The project officer shall:
- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

(End of Clause)

NRC Local Clauses Incorporated by Full Text

REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at

https://www.fedconnect.net/FedConnect. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at https://www.fedconnect.net/FedConnect.

AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

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.

(End of Clause)

ELECTRONIC PAYMENT (DEC 2017)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (https://www.ipp.gov/). Back up documentation shall be included as required by the NRC's Billing Instructions.

(End of Clause)

NRC ACQUISTION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

Applicable NRCAR provisions and clauses located in 48 CFR Chapter 20 are hereby incorporated by reference into this contract/order.

(End of Clause)

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

<u>General</u>: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

<u>Electronic Invoice/Voucher Submissions</u>: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) is through the Invoice Processing Platform (IPP) at www.ipp.gov.

Purchase of Capital Property: (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC <u>Management Directive (MD) 11.1</u>, NRC Acquisition of Supplies and Services.

<u>Agency Payment Office</u>: Payment will be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

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

<u>Supporting Documentation</u>: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

<u>Task Order Contracts</u>: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

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

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is <u>not</u> currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address
 (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a <u>quick</u> <u>reference guide</u>, and <u>frequently asked questions</u> are available on Treasury's IPP <u>website</u>. Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

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